

IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

SCHEDULE 3D

LICENSING OF BUILDING MDF DISTRIBUTION FRAME

CONTENTS

1. SCOPE	1
2. AVAILABILITY OF DISTRIBUTION FRAME VERTICAL	<u>3332</u>
3. ORDERING AND PROVISIONING PROCEDURE	<u>4443</u>
4. RESPONSE TIME	<u>5554</u>
5. STUDIES AND APPROVALS	<u>6665</u>
6. INSTALLATION OF SUBSCRIBER TIE CABLE AND TIE TERMINATION BLOCK	<u>9987</u>
7. MAINTENANCE OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK	<u>13131210</u>
8. UNAUTHORISED ACCESS TO DISTRIBUTION FRAME VERTICAL	<u>13131214</u>
9. SINGTEL BUILD	<u>15151412</u>
10. REPLACEMENT OR ADDITION OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK	<u>18181715</u>
11. TERMS AND CONDITIONS FOR ACCESS	<u>18181815</u>
12. PROTECTION AND SAFETY	<u>20201917</u>
13. ACCESS AND APPROVALS REQUIRED	<u>21212017</u>
14. TERM OF LICENCE	<u>22222118</u>
15. SUSPENSION	<u>23232219</u>
16. TERMINATION OF LICENCE	<u>25252320</u>
17. SUB-LICENSING	<u>28282622</u>

GENERAL COMMENTS

Non-Compliance with Code requirements

Schedule 3D is not in compliance with the requirements of the Code in relation to the provision of distribution frame access as a UNE.

First, sub-section 5.3.4 of Appendix 2 of the Code obligates SingTel to offer to provide distribution frame access to the Requesting Licensee at the exchange MDF, building MDF and roadside cabinet. SingTel must modify Schedule 3D of the RIO to include provision of distribution frame access to exchange MDF and roadside cabinets.

SingTel comments: Access to the Exchange MDF is covered under POA in Schedule 8B. In relation to roadside cabinets these have been excluded in previous IDA approved interconnection agreements. SingTel believes that there is no need to include roadside cabinets as the Requesting Licensee can simply lease a full loop. Alternatively, SingTel would seek exemption in relation to roadside cabinets.

Second, sub-section 5.3.4.2 of Appendix 2 the Code provides that SingTel must develop a plan for the allocation of MDF pins. SingTel has not done so.

SingTel comments: SingTel shall allocate pins in 100 pair blocks (see clause 2.3)

Recovery of cost for construction of additional distribution frames

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

SingTel comments: Agreed.

SCHEDULE 3D

LICENSING OF BUILDING MDF DISTRIBUTION FRAME

CLAUSE 1 – MODIFICATION REQUIRED

1. SCOPE

CLAUSES 1.1 AND 1.2 – MODIFICATION REQUIRED

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence to use SingTel’s Building MDF Distribution Frame ~~Verticals~~Mounting Arm (Distribution Frame VerticalsMounting) (means the ~~vertical bar(s), including the horizontal bars on the said vertical bar of the~~ MDF belonging to SingTel meant for the mounting of Termination block(s)) for the sole purpose of enabling the Requesting Licensee ~~placing the Termination block and enabling SingTel to perform~~ enabling ~~jumping~~ to cross-connect ~~the a~~ Local Loop or Sub Loop licensed from SingTel, or the shared line with SingTel, in accordance with Schedules 3A and 3B respectively to the Requesting Licensee’s equipment.
- 1.2 The Requesting Licensee may seek a licence with respect to available Distribution Frame ~~Vertical~~Mounting owned by SingTel subject to:
- (a) the use by the Requesting Licensee of the ~~Distribution Frame Vertical~~Distribution Frame Mounting being ~~in connection with~~ to enable the cross-connection of a Local Loop or Sub Loop licensed from SingTel, or the line shared with SingTel to the Requesting Licensee’s equipment; and
 - (b) the terms and conditions of this Schedule.

SingTel’s provision of distribution frame access under sub-section 5.3.4 of Appendix 2 of the Code is for the purposes of enabling the Requesting Licensee to place terminal blocks and cabling required to cross connect its loops to its equipment. Sub-section 5.3.4 of Appendix 2 of the Code does NOT restrict the use of the distribution frame access by the Requesting Licensee to the Local Loop, Sub Loop or Shared Line obtained from SingTel under the RIO Agreement. See Code § 5.3.2 (“The RIO must be modular, allowing a Requesting Licensee to purchase only those Interconnection Related Services that it wants to obtain”). The Requesting Licensee must be permitted to use the distribution frame to cross connect its equipment to any loops that it uses (regardless of whether those loops were obtained from SingTel, self-provisioned or obtained from a third party). SingTel must modify Clauses 1.1 and 1.2 to give effect to the above requirements.

SingTel comments: Agreed, however, where SingTel has an obligation to build this should only be for purpose of accessing a SingTel loop (see clause 9.1) as the Requesting Licensee can access space in the MDF room to build its own MDF under the COPIF.

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: As in Schedule 3A, SingTel believes that there should be a limit on the availability of Distribution Frame Mountings to certain FBOs. There should be no need for an FBO to have access to Distribution Frame where authorisation for access to Local Loop or Sub Loop has not been provided by the Authority.

1.4 (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 5.1 and 9.4 (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 the timeframe in this Schedule relating to provisioning work to be undertaken by SingTel under clause 9.8, 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 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 ~~DISTRIBUTION FRAME VERTICAL~~ DISTRIBUTION FRAME MOUNTING

CLAUSE 2.1 – CONDITIONAL APPROVAL

2.1 SingTel will provide the Requesting Licensee with a licence to use ~~Distribution Frame Vertical~~ Distribution Frame Mountings in individual ~~Distribution Frame Verticals~~ 100 pairs Block.

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 ~~Distribution Frame Vertical~~ Distribution Frame Mounting:

- (a) SingTel's reasonably anticipated requirements in the next two (2) years for ~~Distribution Frame Vertical~~ Distribution Frame Mountings for provision to itself and its customers;
- (b) SingTel's reasonably anticipated requirements in the next two (2) years for ~~Distribution Frame Vertical~~ Distribution Frame Mountings for operations and maintenance purposes;
- (c) the Requesting Licensee's and other Licensee's requirements (including for operations and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
- (d) security and confidentiality requirements imposed on SingTel by Governmental Agencies and customers;

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 MDF or ~~Distribution Frame Vertical~~Distribution Frame Mounting; and
- (f) the ~~Distribution Frame Vertical~~Distribution Frame Mounting is being used for another purpose in SingTel's Network at the time of a request under clause 3.2.

2.3 SingTel shall allocate MDF pins Distribution Frame Mounting in 100 pair blocks.

CLAUSE 3 – MODIFICATION REQUIRED

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – CONDITIONAL APPROVAL

- 3.1 Subject to clause 9, the Ordering and Provisioning Procedure for the licence of available ~~Distribution Frame Vertical~~Distribution Frame Mounting applies only to existing ~~Distribution Frame Vertical~~Distribution Frame Mounting currently not being used for any other purpose in SingTel's network at the time of a Request under clause 3.2.

CLAUSE 3.2 – MODIFICATION REQUIRED

- 3.2 The Requesting Licensee shall submit its Request for a ~~Distribution Frame Vertical~~Distribution Frame Mounting to SingTel in the form of Annex 3D.2 containing the following information:

- (a) Building name and address;
- (b) Building MDF room name; and
- (c) number of ~~Distribution Frame Vertical~~Distribution Frame Mountings requested; ;
- ~~(d) a copy of the Request for Local Loop or Sub Loop under Schedule 3A or a copy of the Request for Line Sharing under Schedule 3B (as the case may be); 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.

CLAUSE 4 – MODIFICATION REQUIRED

4. RESPONSE TIME

CLAUSE 4.1 – CONDITIONAL APPROVAL

4.1 SingTel shall process all Requests for the licence of Distribution Frame ~~Verticals~~ Mountings submitted by all Licensees on a 'first come, first served' order basis.

CLAUSE 4.2 – MODIFICATION REQUIRED

4.2 ~~The cumulative number of Requests for Distribution Frame Verticals to be processed are:~~ Four (4) Requests from any Licensee shall be accepted on each Business Day, with subsequent Requests overflowing to the next Business Day.

~~(a) Four (4) Requests from any Licensee shall be accepted on each Business Day, with subsequent Requests overflowing to the next Business Day; and~~

~~(b) Ten (10) Requests from all Licensees shall be accepted each week, with subsequent Requests overflowing to the next week.~~

The limit of 4 Requests per day and up to 10 Requests per week 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 4.2 to significantly increase the limit to a level adequate to meet anticipated demand. 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: See comments in relation to clause 4.3 of Schedule 3A. SingTel is concerned that setting an artificially high limit will prevent it from recovering the cost of the resources allocated for the processing of these applications. SingTel has removed the weekly limit of applications to be processed.

CLAUSE 4.3 – MODIFICATION REQUIRED

4.3 SingTel shall acknowledge the receipt of the Request by 5 p.m. the next Business Day providing the Requesting Licensee a request identification number and the date the application would be processed (**Processing Date**).

SingTel must modify Clause 4.3 to commit to providing the Requesting Licensee with a firm date by which the application will be processed.

SingTel comments: The application will be processed according to the first come first served basis and the processing limits in clause 4.2. Therefore, no firm processing dates are possible because it depends on the number of Requests in the queue.

CLAUSE 4.4 – CONDITIONAL APPROVAL

4.4 The Requesting Licensee shall pay to SingTel the application fee in accordance with Schedule 9, regardless of whether its Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting is accepted or not.

CLAUSE 5 – MODIFICATION REQUIRED

5. STUDIES AND APPROVALS

CLAUSE 5.1 – MODIFICATION REQUIRED

5.1 SingTel ~~will use its reasonable endeavours to~~shall perform a study in respect of the ~~Distribution Frame Vertical~~Distribution Frame Mounting on or before the Processing Date to ascertain whether the ~~Distribution Frame Vertical~~Distribution Frame Mounting is available (as determined in accordance with clause 2.2) on a preliminary basis. If SingTel is unable to perform a study on or before the Processing Date, it will notify the Requesting Licensee of a new Processing Date.

IDA requires SingTel to commit to performing the study by the Processing Date, SingTel must modify Clause 5.1 by substituting the word “shall” in place of the phrase “will use its reasonable endeavours to” in the first sentence.

SingTel comments: Agreed, subject to the inclusion of clause 1.4. 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 5.2 – CONDITIONAL APPROVAL

5.2 Following the completion of the study, SingTel will notify the Requesting Licensee of either its acceptance or rejection of the Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting within three (3) Business Days from the Processing Date.

CLAUSE 5.3 – CONDITIONAL APPROVAL

5.3 SingTel shall, at the time of notifying the Requesting Licensee under clause 5.2 of an acceptance of the Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting, provide its final approval together with the following information:

- (a) the number of the ~~Distribution Frame Vertical~~Distribution Frame Mounting approved; and
- (b) the ~~Distribution Frame Vertical~~Distribution Frame Mounting allocated for licence,

(Final Approval).

CLAUSE 5.4 – MODIFICATION REQUIRED

5.4 The Requesting Licensee acknowledges that SingTel licences ~~Distribution Frame Vertical~~Distribution Frame Mounting in an as-is condition.

Sub-section 5.3.5.3 of the Code provides that the Dominant Licensee must, upon request, take reasonable measures 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. SingTel must modify Clause 5.4 to comply with sub-section 5.3.5.3 of the Code.

SingTel comments: Not Agreed. This comment is relevant to other UNE but not Distribution Frame Mounting. Distribution Frame Mounting is installed and usually not inspected or maintained. Therefore “as is” condition is the most appropriate wording for the condition of these facilities.

CLAUSE 5.5 – MODIFICATION REQUIRED

5.5 SingTel may reject a Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting 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; or

Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 5.5 by substituting the phrase "Telecommunication Services" in place of "wireline or broadband services".

SingTel comments: See clause 1.3 above

- (b) the Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting is not in the prescribed form; or

- (c) the Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting does not contain all the required information; or

- (d) the Request for ~~Distribution Frame Vertical~~ is received in respect of the provision of a licence of ~~Distribution Frame Vertical~~ after 29 September 2003;

SingTel must delete this Clause 5.5(d). 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)~~(d) the ~~Distribution Frame Vertical~~Distribution Frame Mounting is not available as determined under clause 2.2; or

- ~~(f)~~(e) SingTel does not have any ~~Distribution Frame Vertical~~Distribution Frame Mountings in the area specified in the Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting; or

- (g) the Request for ~~Local Loop or Sub Loop or the Request for Line Sharing under Schedule 3A and 3B respectively~~ is not provided in the Request for ~~Distribution Frame Vertical~~ by the Requesting Licensee or is rejected by SingTel.

Please refer to IDA's comments to Clauses 1.1 and 1.2. SingTel must delete Clause 5.5(g).

SingTel comments: Agreed.

CLAUSE 5.6 – CONDITIONAL APPROVAL

5.6 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the ~~Distribution Frame Vertical~~ Distribution Frame Mountings.

CLAUSE 6 – MODIFICATION REQUIRED

6. INSTALLATION OF SUBSCRIBER TIE CABLE AND TIE TERMINATION BLOCK

CLAUSE 6.1 – CONDITIONAL APPROVAL

6.1 Within five (5) Business Days of the Final Approval, the Requesting Licensee will provide the following to SingTel:

- (a) detailed installation plan and detailed installation time table;
- (b) detailed information on the work method statement which shall include how the Requesting Licensee can prevent damage to SingTel's existing MDF Equipment (means the cable(s), Termination block(s), jumper wire(s), cable tray(s), rack(s), equipment and mounting Block(s)) found in the building MDF room;

CLAUSE 6.2 – MODIFICATION REQUIRED

6.2 SingTel may accept or reject the plans, timetable and work method statement provided by the Requesting Licensee and the Requesting Licensee may not start work under this clause until it has received SingTel's approval. If SingTel rejects the installation plan, installation timetable or the work method statement, SingTel shall provide a statement of the reasons why construction is not feasible and may propose alternative installation plans, installation timetable and/or work method statement to the Requesting Licensee. The Requesting Licensee may then re-submit those documents for SingTel's approval.

If SingTel rejects the plans, timetable and/or work method statement provided by the Requesting Licensee, SingTel must provide to the Requesting Licensee in writing its reason and justification for the rejection.

SingTel comments: Agreed

CLAUSE 6.3 – CONDITIONAL APPROVAL

6.3 The ~~Distribution Frame Vertical~~ Distribution Frame Mounting(s) licensed under this Schedule shall only be used by the Requesting Licensee for the termination of Subscriber Tie Cable. The Requesting Operator is responsible for the installation, maintenance,

repair, and removal of its Subscriber Tie Cable and Tie Termination block located on the ~~Distribution Frame Vertical~~Distribution Frame Mounting. The Requesting Licensee shall provide its cable tray, mounting frame or any other installation materials that are required for the installation.

CLAUSE 6.4 – CONDITIONAL APPROVAL

6.4 The Requesting Licensee shall only install the type of termination block specified by SingTel from time to time for terminating Subscriber Tie Cables at the Distribution Frame ~~Access~~Mounting.

CLAUSE 6.5 – CONDITIONAL APPROVAL

6.5 The Requesting Licensee shall install its own cable tray(s) or rack(s) for installing the Subscriber Tie Cable inside the Building MDF Room.

CLAUSE 6.6 – CONDITIONAL APPROVAL

6.6 In the installation, operation and maintenance of its Subscriber Tie Cable and Tie Termination block located in SingTel's ~~Distribution Frame Vertical~~Distribution Frame Mounting(s), the Requesting Licensee must comply with the Standard Operating Procedures ("SOP") for working at SingTel's MDF in Annex 3D.1 as amended from time to time, and any written instructions (relating to particular circumstances not covered by the SOP) which are provided to the Requesting Licensee by SingTel from time to time.

CLAUSE 6.7 – CONDITIONAL APPROVAL

6.7 The Requesting Licensee must complete construction of the Subscriber Tie Cable and Tie Termination block within ten (10) Business Days from the date of the approval of the installation plans, timetable and work method statement under clause 6.2.

CLAUSE 6.8 – CONDITIONAL APPROVAL

6.8 Upon completing the installation of its Subscriber Tie Cable and Tie Termination blocks in SingTel's ~~Distribution Frame Vertical~~Distribution Frame Mounting, the Requesting Licensee shall notify SingTel and submit to SingTel within five (5) Business Days from its completion of the installation, a Work Completion Report (**Work Completion Report**) containing the following information:

- (a) the Building MDF room number; and

- (b) an as-built layout diagram with supporting photograph(s), showing the ~~Distribution Frame Vertical~~Distribution Frame Mounting used and the position of the Subscriber Tie Cable and Tie Termination block and the installation of the Subscriber Tie Cable.

CLAUSE 6.9 – MODIFICATION REQUIRED

- 6.9 If the Requesting Licensee fails to submit a Work Completion Report in accordance with clauses 6.8, SingTel shall verify the completion of the installation of the Subscriber Tie Cable and Tie Termination block. The reasonable cost incurred in the verification will be recovered from the Requesting Licensee.

SingTel must insert the word “reasonable” before “cost incurred in the verification” in the third line.

SingTel comments: Agreed

CLAUSE 6.10 – MODIFICATION REQUIRED

- 6.10 SingTel may at its own expense, inspect the installation of the Subscriber Tie Cable and Tie Termination block. Where the inspection reveals that the installation does not materially conform with the Final Approval, and the detailed installation plans and work statement plans provided under clause 6.1, SingTel shall notify the Requesting Licensee to reinstall or take other appropriate corrective action within a reasonable time as agreed between the Parties, but in any event within ten (10) Business Days of SingTel’s request to do so. The Requesting Licensee shall bear all reasonable costs for reinstatement and corrective action, and the costs of SingTel incurred for inspection of the corrective action. SingTel may still inform and require the Requesting Licensee to make adjustments to its installation where the installation does not confirm with the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.

SingTel has the right to ensure that the Requesting Licensee complies with its construction commitments. However, SingTel must exercise its right in a reasonable manner. SingTel may not require the Requesting Licensee to redo work where the deviation from the agreed upon plan is clearly minor and would not have any operational impact. SingTel must modify Clause 6.10 as follows:

- (a) *insert the word “substantially” before “conform with the Final Approval”;*

SingTel comments: Agreed, although SingTel prefers the use of the term “materially”. Also, the Requesting Licensee should still be required to make all changes necessary to

conform to the original plan, although minor non-conformity will not delay approvals under this Schedule.

(b) *insert the word “reasonable” before “costs for reinstallation” in the seventh line and “costs of SingTel incurred” in the last line.*

SingTel comments: Agreed

CLAUSE 6.11 – MODIFICATION REQUIRED

6.11 If the Requesting Licensee fails to install or take the appropriate corrective action, SingTel may take appropriate corrective action. The reasonable cost for the corrective action shall be borne by the Requesting Licensee.

SingTel must modify Clause 6.11 by inserting the word “reasonable” before “cost for the” in the second sentence.

SingTel comments: Agreed

CLAUSE 6.12 – MODIFICATION REQUIRED

6.12 Where, during the course of installation, the Requesting Licensee causes any damage to SingTel’s MDF, ~~Distribution Frame Vertical~~Distribution Frame Mounting(s), MDF Equipment, the Requesting Licensee must report the damage immediately to SingTel. The Requesting Licensee shall not attempt to repair SingTel’s damaged MDF, ~~Distribution Frame Vertical~~Distribution Frame Mounting(s), MDF Equipment. SingTel shall rectify any damage in any way it deems fit, the reasonable cost and expense for the repair thereof shall be recovered from the Requesting Licensee.

SingTel must modify Clause 6.12 by inserting the word “reasonable” before “cost and expense” in the fifth line.

SingTel comments: Agreed

CLAUSE 6.13 – CONDITIONAL APPROVAL

6.13 If the Requesting Licensee detects a fault, defect or problem in the ~~Distribution Frame Vertical~~Distribution Frame Mounting to which access has been approved, it must notify SingTel as soon as practicable.

CLAUSE 6.14 – MODIFICATION REQUIRED

6.14 If the work to be performed by the Requesting Licensee under this clause is not materially completed or not materially completed correctly as identified under this clause, SingTel may immediately terminate the licence granted under this Schedule in respect of the ~~Distribution Frame Vertical~~Distribution Frame Mounting.

Please refer to IDA's comments in relation to Clause 6.10.

SingTel comments: Partly agreed. SingTel believes that to the term "materially" would be more appropriate.

CLAUSE 7 – CONDITIONAL APPROVAL

7. MAINTENANCE OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK

7.1 The Requesting Licensee must:

- (a) maintain its Subscriber Tie Cable and Tie Termination block in SingTel's ~~Distribution Frame Vertical~~Distribution Frame Mounting(s) in good working order; and
- (b) take such other action as a reasonable prudent Operator would; and
- (c) keep the ~~Distribution Frame Vertical~~ in a tidy and safe condition.

CLAUSE 8 – MODIFICATION REQUIRED

8. UNAUTHORISED ACCESS TO ~~DISTRIBUTION FRAME VERTICAL~~DISTRIBUTION FRAME MOUNTING

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 its ~~Distribution Frame Vertical~~Distribution Frame Mounting(s) 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 ~~Distribution Frame Vertical~~Distribution Frame Mounting in accordance with clause 3. As part of the request for access, 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 “SingTel is not satisfied with the documentary evidence” in the eighth line.

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

CLAUSE 8.2 – MODIFICATION REQUIRED

8.2 Where SingTel approves the Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting, the Requesting Licensee must pay, within five (5) Business Days from the date of approval, SingTel’s reasonable costs incurred in investigating the unauthorised use and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 8.1) in accordance with Schedule 9.

SingTel must modify Clause 8.2 by inserting the word “reasonable” before “costs incurred” in the third line.

SingTel comments: Agreed

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 MDF Equipment within five (5) Business Days.

CLAUSE 8.4 – MODIFICATION REQUIRED

8.4 If SingTel rejects the Request for ~~Distribution Frame Vertical~~Distribution Frame Mounting, 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 MDF Equipment within ten (10) Business Days.

SingTel must modify Clause 8.4 by inserting the word “reasonable” before “costs incurred” 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 the word “reasonable” before “costs associated” in the third line.

SingTel comments: Agreed

CLAUSE 9 – MODIFICATION REQUIRED

9. SINGTEL BUILD

CLAUSE 9.1 – CONDITIONAL APPROVAL

9.1 If SingTel rejects an application for the lease of a ~~Distribution Frame Vertical~~Distribution Frame Mounting under clause 5.5(ed), the Requesting Licensee may submit to SingTel an order to construct the ~~requested~~Distribution Frame Vertical (**Construction Order**) (means the vertical bar(s) of a MDF consisting of 6 Distribution Frame Mounting on each Distribution Frame Vertical) for the sole purpose of the Requesting Licensee placing the Termination block and enabling SingTel to perform jumpering to cross-connect the Local Loop or Sub Loop licensed from SingTel in writing within five (5) Business Days from the date of the rejection.

CLAUSE 9.2 – CONDITIONAL APPROVAL

9.2 The Requesting Licensee shall pay SingTel the application processing fee payable under Schedule 9 upon submission of the Construction Order regardless of the outcome of the submission.

CLAUSE 9.3 – CONDITIONAL APPROVAL

9.3 The Requesting Licensee shall request a minimum of one [1] Distribution Frame Vertical each consists of 6 Distribution Frame Mounting.

~~9.39.4~~ Following receipt of a Construction Order under clause 9.1, SingTel shall schedule a study (**Project Study**) in relation to the construction of the new Distribution Frame Vertical.

CLAUSE 9.4 – MODIFICATION REQUIRED

~~9.49.5~~ SingTel shall ~~use its reasonable endeavours to~~ complete a Project Study within thirty (30) Business Days of the receipt of a Construction Order.

SingTel must commit to completing the Project Study within 30 Business Days of the receipt of a Construction Order. SingTel must modify Clause 9.4 by deleting the phrase “use its reasonable endeavours to”.

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).

CLAUSES 9.5 TO 9.9 – MODIFICATION REQUIRED

~~9.59.6~~ Following completion of the Project Study, SingTel shall provide to the Requesting Licensee the following information:

- (a) whether the construction of the new Distribution Frame Vertical is feasible;
- (b) the charge for the project study; and
- (c) if it is feasible to construct the Distribution Frame Vertical, information outlining the estimated construction cost to be recovered over the minimum term of the Licence and the timeline for the construction of the new Distribution Frame Vertical (**Report**).

~~9.69.7~~ If the Report states that the construction of the new Distribution Frame Vertical is feasible, the Requesting Licensee may, subject to clause 9.8, inform SingTel in writing whether it will proceed with the new Distribution Frame Vertical (**Construction Acceptance**).

~~9.79.8~~ If the Requesting Licensee fails to respond to the Report within twenty (20) Business Days of the Requesting Licensee’s receipt of the Report, the Construction Order shall be deemed to be withdrawn.

~~9.89.9~~ Following receipt of the Construction Acceptance, SingTel shall make the new Distribution Frame Vertical available to the Requesting Licensee in accordance with the timeline set out in the Report ~~or such longer period as SingTel may require as notified to the Requesting Licensee~~.

~~9.99.10~~ SingTel shall use its reasonable endeavours to construct the Distribution Frame Vertical 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 charge.

Please refer to Paragraph 12 of Schedule A. SingTel will not be allowed to recover the construction cost of the new Distribution Frame Vertical upfront from the Requesting Licensee. Instead, SingTel will be compensated by the monthly licensing charges for the use of the new distribution frame.

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 9.5 to 9.8 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 Distribution Frame Vertical under that Report (Construction Acceptance). Failure to respond within twenty (20) Business Days will be deemed to be a cancellation of the request for SingTel to construct the new Distribution Frame Vertical.*
- (b) If the Requesting Licensee notifies SingTel under Clause 9.6 that it wishes to proceed with the construction of the new Distribution Frame Vertical, SingTel shall construct and make the new Distribution Frame Vertical available to the Requesting Licensee by the date notified for provisioning in the Report*

SingTel must modify Clauses 9.5 through 9.8 to give effect to the above requirements. In addition, SingTel must delete Clause 9.9, which is inconsistent with IDA's approved charging principles for construction of Distribution Frame Vertical.

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 for the project study should also be extendible due to causes beyond SingTel's control. If these provisions were removed, SingTel would not be able to guarantee provision.

CLAUSE 9.10 – CONDITIONAL APPROVAL

~~9.109.11~~ The Requesting Licensee may cancel the Construction Order in writing prior to issuing the Construction Acceptance, but shall pay SingTel's costs arising from the Construction Order up to the time of cancellation.

CLAUSE 9.11 – CONDITIONAL APPROVAL

~~9.119.12~~ On completion of the construction of the new Distribution Frame Vertical, SingTel shall notify the Requesting Licensee of the number of the ~~Distribution Frame Vertical~~ Distribution Frame Mounting allocated for licence.

CLAUSE 9.12 – CONDITIONAL APPROVAL

~~9.129.13~~ Clause 6 will then apply to the installation by the Requesting Licensee of the Subscriber Tie Cable and Tie Termination block. For the purpose of that clause, the Final Approval will be the information provided in clause 9.10 and the date of Final Approval will be the date when the information under clause 9.10 is provided.

CLAUSE 10 – CONDITIONAL APPROVAL

10. REPLACEMENT OR ADDITION OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK

10.1 If the Requesting Licensee wishes to replace, modify or rearrange an existing Subscriber Tie Cable or Tie Termination block located in the ~~Distribution Frame Vertical~~ Distribution Frame Mounting or to install an additional Subscriber Tie Cable or Tie Termination block at the licensed ~~Distribution Frame Vertical~~ Distribution Frame Mounting, the Requesting Licensee must submit a Work Completion Report under clause 6 in respect of the replacement or addition of that Subscriber Tie Cable or Tie Termination block.

10.2 Where the replacement, modification, rearrangement or addition of Subscriber Tie Cable or Tie Termination block requires the licensing of an additional ~~Distribution Frame Vertical~~ Distribution Frame Mounting, the Requesting Licensee must submit a Request for ~~Distribution Frame Vertical~~ Distribution Frame Mounting under clause 3.

CLAUSE 11 – MODIFICATION REQUIRED

11. TERMS AND CONDITIONS FOR ACCESS

CLAUSE 11.1 – CONDITIONAL APPROVAL

11.1 The Requesting Licensee must ensure that SingTel's Building MDF, ~~and Distribution Frame Vertical and Distribution Frame~~ Mountings are protected from damage and from unauthorised access, use, or modification.

CLAUSE 11.2 – CONDITIONAL APPROVAL

11.2 The Requesting Licensee shall not make physical contact with or otherwise interfere, change or damage SingTel's MDF Termination block, Termination Pin, Cable Tray or Jumper Wires.

CLAUSE 11.3 – MODIFICATION REQUIRED

11.3 When accessing the SingTel ~~Distribution Frame Vertical~~ Distribution Frame Mounting, the Requesting Licensee must use its ~~best~~ reasonable endeavours to prevent any interruption or disruption to existing SingTel services. The Requesting Licensee shall not make any unauthorised access, use, modification or cause damage to the SingTel ~~Distribution Frame Vertical~~ Distribution Frame Mounting while accessing the ~~Distribution Frame Vertical~~ Distribution Frame Mounting.

SingTel must modify Clause 11.3 by substituting the word “reasonable” in place of the word “best” in the second line.

SingTel comments: Agreed

CLAUSE 11.4 – CONDITIONAL APPROVAL

11.4 The Requesting Licensee must comply with the SOP on Working at SingTel's Building MDF in Annex 3D.2.

CLAUSE 11.5 – CONDITIONAL APPROVAL

11.5 The Requesting Licensee must ensure that only its employees, agents or representatives have access to the SingTel's ~~Distribution Frame Vertical~~ Distribution Frame Mounting for the sole purpose of accessing Requesting Licensee's Subscriber Tie Cable and Tie Termination block.

CLAUSE 11.6 – CONDITIONAL APPROVAL

11.6 The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to access the licensed ~~Distribution Frame Vertical~~ Distribution Frame Mounting on the Requesting Licensee's behalf, provided the Requesting Party first:

- (a) notifies SingTel of the name and contact details of the Contractor; and
- (b) procures that the Contractor shall comply with the provisions of this schedule.

CLAUSE 11.7 – CONDITIONAL APPROVAL

11.7 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 any such action which may be reasonably available to it to prevent or discourage continuation of such activities.

CLAUSE 11.8 – CONDITIONAL APPROVAL

11.8 The Requesting Licensee shall manage its own operations and maintenance requirements.

CLAUSE 11.9 – CONDITIONAL APPROVAL

11.9 When both SingTel’s equipment and the Requesting Licensee’s equipment at the same MDF are damaged, SingTel shall have priority to conduct work on its damaged equipment.

CLAUSE 12 – MODIFICATION REQUIRED

12. PROTECTION AND SAFETY

12.1 ~~The Requesting Licensee~~ Each Party is responsible for the safe operation of its equipment on the ~~Distribution Frame Vertical~~ Distribution Frame Mounting.

12.2 ~~The Requesting Licensee~~ Each Party shall, so far as is reasonably practicable, take all necessary steps to ensure that its access to the ~~Distribution Frame Vertical~~ Distribution Frame Mounting, its operations and 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 the ~~SingTel’s~~ 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.

12.3 If it is necessary to carry out repair or upgrading of any equipment or facility forming part of the SingTel ~~Distribution Frame Vertical~~Distribution Frame Mounting 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 13 – MODIFICATION REQUIRED

13. ACCESS AND APPROVALS REQUIRED

13.1 ~~The Requesting Licensee must use its best endeavours to assist SingTel in providing the licensed Distribution Frame Vertical, including, but not limited to:~~The Parties shall comply with clause 16.5 of the main body of this RIO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the licensed ~~Distribution Frame Vertical~~Distribution Frame Mounting.

SingTel must modify Clause 13.1 by substituting the word “reasonable” in place of the word “best” 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 Distribution Frame Vertical efficiently; and~~

~~(b)obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary to allow SingTel to licence the Distribution Frame Vertical.~~

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 14 – MODIFICATION REQUIRED

14. TERM OF LICENCE

14.1 The term of the ~~Distribution Frame Vertical~~Distribution Frame Mounting licence shall commence:

(a) in the case of an existing ~~Distribution Frame Vertical~~Distribution Frame Mounting, on the date SingTel provides its acceptance under clause 5.2 and continues for a period of two (2) years and for such other period as extended under clause 14.2; or

(b) in the case of a newly constructed ~~Distribution Frame Vertical~~ under clause 9, on the date of the Requesting Licensee's acceptance to construct under clause 9.6 and continues for two (2) years after the Ready for Service Date under clause 9.11.

In relation to existing Distribution Frame Vertical where construction is not required, the term of the licence shall commence on the date SingTel provides its acceptance under Clause 5.2 and shall continue for such period as the Requesting Licensee may specify or 29 September 2003, whichever is earlier. However, SingTel shall only be permitted to charge for the use of the Distribution Frame Vertical from the date of provisioning.

Where construction is required, SingTel may provide for a reasonable minimum term commitment from the date on which the Distribution Frame Vertical 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 9.6 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 Distribution Frame Vertical 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 Distribution Frame Vertical from the RFS Date.

SingTel must modify Clause 14 to give effect to the above requirements.

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 verticals, 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 verticals, 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 verticals if termination occurs before the expiry of the minimum term.

14.2 The term of the ~~Distribution Frame Vertical~~Distribution Frame Mounting licence under clause 14.1(a) shall be automatically extended for six (6) month periods until termination of this RIO Agreement or terminated in accordance with this Schedule.

14.3 The Requesting Licensee may terminate the licence of the ~~Distribution Frame Vertical~~Distribution Frame Mounting by giving SingTel no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.

14.4 SingTel may terminate the licence of the ~~Distribution Frame Vertical~~Distribution Frame Mounting 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 15 – MODIFICATION REQUIRED

The right to suspend the provision of Distribution Frame Vertical 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 15 instances where it may be justified to suspend the provision of Distribution Frame Vertical in accordance with the suspension provision set out in the main body of the RIO. SingTel must modify Clause 15 to give effect to the above requirements.

SingTel comments: Partly agreed, but there is need to retain provisions relating particularly to Distribution Frame Mountings.

15. SUSPENSION

CLAUSE 15.1 – MODIFICATION REQUIRED

15.1 SingTel may suspend the Requesting Licensee's access to its ~~Distribution Frame Vertical~~Distribution Frame Mounting until further notice if the licence of the ~~Distribution Frame Vertical~~Distribution Frame Mounting 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 ~~Distribution Frame Vertical~~ in order for SingTel to carry out repair or upgrading of any equipment or facility forming part of the SingTel ~~Distribution Frame Vertical~~; or~~

The events specified in Clause 15.1(a) should not be the basis of suspension of Distribution Frame Vertical. 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 must modify Clause 15.1(a) to give effect to the above requirements.

SingTel comments: Agreed, see clause 12.3

~~(b)the lease of Distribution Frame Vertical is having or is likely to have an adverse network impact on SingTel; or~~

SingTel must modify Clause 15.1(b) to refer to “physical or technical harm” to SingTel’s Network.

SingTel comments: Agreed, see clause 15.1

~~(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 Distribution Frame Vertical.~~

IDA will not approve the events specified in Clause 15.1(c) as a separate basis for which SingTel may suspend the provision of access to the Distribution Frame Vertical. SingTel must delete Clause 15.1(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 15.2 – MODIFICATION REQUIRED

15.2 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 ~~Distribution Frame Vertical~~Distribution Frame Mounting under this clause 15.

The main body of the RIO already provides for exclusions and limitations of liability. SingTel must delete Clause 15.2.

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

CLAUSE 16 – MODIFICATION REQUIRED

16. TERMINATION OF LICENCE

CLAUSES 16.1 AND 16.2 – MODIFICATION REQUIRED

The right to terminate the provision of Distribution Frame Vertical 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 16.1 and 16.2 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 16.1 and 16.2 to give effect to the above requirements.

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

16.1 SingTel may immediately terminate a licence of ~~Distribution Frame Vertical~~Distribution Frame Mounting 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 ~~Distribution Frame Vertical~~Distribution Frame Mounting 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 ~~Distribution Frame Vertical~~ is having or is likely to have an adverse network impact on SingTel;~~

~~(e)(c)~~ the licence in respect of Local Loop or Sub Loop or the licence in respect of the ~~S~~Shared ~~L~~Line (as the case may be under Schedule 3A or 3B respectively) associated with the ~~Distribution Frame Vertical~~Distribution Frame Mounting, where that ~~Distribution Frame Vertical~~Distribution Frame Mounting has been newly constructed under clause 9, is terminated or expires;

~~(f)~~(d) the Requesting Licensee abandons the ~~Distribution Frame Vertical~~Distribution Frame Mounting;

~~(g)~~(e) the ~~Distribution Frame Vertical~~Distribution Frame Mounting has become unsafe or unsuitable for its purpose;

~~(h)~~(f) SingTel's right to own, maintain or operate the ~~Distribution Frame Vertical~~Distribution Frame Mounting is revoked or terminates or expires; or

~~(i)~~(g) the ~~Requesting Licensee~~ use of the ~~Distribution Frame Vertical~~Distribution Frame Mounting 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. ~~does or allows anything to be done which in SingTel's reasonable opinion may jeopardise the Distribution Frame Vertical or the SingTel Network.~~

SingTel must modify Clause 16.1(i) to refer to "physical or technical" harm to SingTel's Network.

SingTel comments: Agreed

16.2 Either Party (Terminating Party) may terminate a licence of a ~~Distribution Frame Vertical~~Distribution Frame Mounting 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.

~~16.2~~16.3 If during the term of a ~~Distribution Frame Vertical~~Distribution Frame Mounting licence, any ~~Distribution Frame Vertical~~Distribution Frame Mounting 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 lease of the ~~Distribution Frame Vertical~~Distribution Frame Mounting by giving six (6) months notice to the Requesting Licensee.

CLAUSE 16.3 – CONDITIONAL APPROVAL

~~16.3~~16.4 The Requesting Licensee shall bear its own cost associated with the termination of the ~~Distribution Frame Vertical~~Distribution Frame Mounting lease, and the Requesting

Licensee shall be responsible for making such alternative arrangements as are necessary to continue to provide its customers with services using the ~~Distribution Frame Vertical~~Distribution Frame Mounting.

CLAUSE 16.4 – CONDITIONAL APPROVAL

~~16.4~~16.5 Upon expiry or termination of the licence of ~~Distribution Frame Vertical~~Distribution Frame Mounting:

- (a) the Requesting Licensee must discontinue the use of the ~~Distribution Frame Vertical~~Distribution Frame Mounting; and
- (b) must disconnect all equipment connected to the ~~Distribution Frame Vertical~~Distribution Frame Mounting,

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 16.5 – MODIFICATION REQUIRED

~~16.5~~16.6 If the Requesting Licensee fails to disconnect its equipment for the ~~Distribution Frame Vertical~~Distribution Frame Mounting under clause 16.4~~5~~, SingTel shall remove the Requesting Licensee's equipment. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Requesting Licensee's equipment. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

SingTel must modify Clause 16.5 by inserting "reasonable" before "costs associated" in the third line.

SingTel: Agreed.

CLAUSE 16.6 – MODIFICATION REQUIRED

~~16.6~~16.7 Upon termination prior to the expiry of the Licence term referred to in clause 14.1(b) by the Requesting Licensee under clause 14.3 or SingTel under clauses 16.1 (other than clauses 16.1(e) or (f)) or 16.2 of the licence of a ~~Distribution Frame Vertical~~Distribution Frame Vertical that has been newly constructed under clause 9, SingTel will be entitled to recover Licence Charges for the remainder of the original licence term referred to in clause 14.1(b) from the Requesting Licensee.

In relation to new Distribution Frame Vertical 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 Distribution Frame Vertical, there can be no minimum commitment term. SingTel must modify Clause 16.6 to give effect to the above requirements.

SingTel comments: Agreed

CLAUSE 17 – CONDITIONAL APPROVAL

17. SUB-LICENSING

17.1 The Requesting Licensee must not assign the licence in respect of or sub-let the ~~Distribution Frame Vertical~~ Distribution Frame Mounting.

ANNEX 3D.1 – CONDITIONAL APPROVAL

ANNEX 3D.1

STANDARD OPERATING PROCEDURE (SOP) ON WORKING AT SINGTEL BUILDING MDF

1. INTRODUCTION

17.21.1 This Annex provides the principles and Standard Operating Procedures for working at SingTel's Building MDF.

17.31.2 The Requesting Licensee shall strictly observe the requirements and practices while working at SingTel's Building MDF in order to protect and ensure the integrity of SingTel's network.

2. INSTALLING CABLE

17.42.1 The cable tray(s) and rack(s) shall be independently supported and installed with at least a minimum of 300mm clearance measured from existing SingTel's cable rack(s) or cable(s) whichever is the higher. The Requesting Licensee shall not dismantle nor adjust either wholly or partly of any existing SingTel's cables, cable racks or MDF.

17.52.2 The cable(s) to be installed shall be properly formed, laced, tied and placed in such a manner that it shall not obstruct any future installation of cables or running of jumper wires. Its cable sheath shall be properly and separately earthed to Requesting Licensee's earthing point.

2.3 The Requesting Licensee shall properly and clearly marked its MDF Equipment with its name and logo so as to clearly identify them as belonging or licensed to the Requesting Licensee.