

SCHEDULE 3B

LINE SHARING

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SCHEDULE 3B

LINE SHARING

1. SCOPE

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence 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.
- 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;
- 1.3 This Schedule only applies to Requesting Licensees who are FBOs providing wireline or broadband services.

2. AVAILABILITY OF LINE SHARING

- 2.1 SingTel will provide a licence to Line Share on a Shared Line to the Requesting Licensee in individual pairs.
- 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;
 - (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
- (d) whether SingTel has plans or otherwise proposes to decommission the Local Loop.

3. ORDERING AND PROVISIONING PROCEDURE

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

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 premise address;
- (c) a copy of the Requesting Licensee's contract with the Customer referred to in clause 3.1;
- (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.

4. RESPONSE TIME

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.

4.2 Subject to clause 4.3, SingTel shall accept or reject a Request for Line Sharing by 5.00pm on the next Business Day after the date of receipt of such Request.

4.3 SingTel shall 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.

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; and
- (b) corresponding circuit reference number.

4.5 SingTel may reject a Request for Line Sharing if:

- (a) the Requesting Licensee is not an FBO providing wireline or broadband services;
- (b) the Request for Line Sharing is received in respect of the provision of a licence of Line Sharing after 29 September 2003;
- (c) the Request for Line Sharing is not in the prescribed form;
- (d) the Request for Line Sharing does not contain all the required information;
- (e) Line Sharing is not available as determined under clause 2;
- (f) the Customer has not contracted for a POTS from SingTel;
- (g) the Requesting Licensee has not obtained the necessary Subscriber Tie Cable and Termination block under Schedule 3D;
- (h) the Requesting Licensee has not obtained a licence to the necessary Co-Location Space under Schedule 8B;
- (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) 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.

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

5. DELIVERY

5.1 Unless otherwise specified, SingTel shall 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.

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.

5.3 SingTel will only use jumper wires conforming to CW6000 series with a nominal gauge of 0.5mm and use the proper tools for installing jumper wires at the Requesting Licensee's Termination block.

5.4 The jumper wires shall be installed horizontally either left or right out from its starting Termination block and then across the jumper field and vertically up or down to the destination Termination block. Jumper wires shall not be installed with any slack nor will they be left dangling to cause obstruction to the jumper field.

5.5 SingTel shall first verify any jumpering points assigned before recovering any unused jumper wire for the running of the new jumper wire for the connection of licensed Line Sharing.

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

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

6. ACCESS TO DP

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

7. UNAUTHORISED ACCESS TO SHARED LINE

- 7.1 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where SingTel identifies that the Requesting Licensee has accessed Shared Line without having obtained a licence in accordance with this Schedule, SingTel shall notify the Requesting Licensee and the Requesting Licensee must, within two (2) Business Days of the notice, submit a Request for Line Sharing in accordance with clause 3. As part of the Request, the Requesting Licensee must provide documentary evidence of the date of installation. If SingTel is not satisfied with the documentary evidence, the date of access shall be deemed to be the effective date of this RIO Agreement.
- 7.2 Where SingTel approves the Request for Line Sharing, the Requesting Licensee must pay, within five (5) Business Days from the date of approval, SingTel's costs incurred in investigating the unauthorised use and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 7.1) in accordance with Schedule 9.
- 7.3 If the Requesting Licensee fails to pay the arrears after five (5) Business Days from the date of approval, the Requesting Licensee must discontinue use and remove its equipment from the Shared Line within five (5) Business Days.
- 7.4 If SingTel rejects the Request for Line Sharing, the Requesting Licensee must pay, within five (5) Business Days from the date of rejection, SingTel's costs incurred in investigating the unauthorised use and the charges in arrears calculated from the date of access in accordance with clause 7.1 and the Requesting Licensee must discontinue use and remove its equipment from the Shared Line within ten (10) Business Days.

7.5 Where the Requesting Licensee fails to discontinue use and remove its MDF Equipment in accordance with clause 7.3 or 7.4, SingTel may remove the MDF Equipment and the Requesting Licensee shall pay any costs associated with its removal.

8. STANDARD TERMS AND CONDITIONS

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

8.2 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' condition 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.

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.

8.5 The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of operations and maintenance of the Requesting Licensee's services.

8.6 The Requesting Licensee shall not make physical contact with or otherwise interfere, change or damage SingTel's Building MDF, MDF Termination Block, Termination Pin, Jumper Wires, DP, or DP Termination Pin that is used to provide the SingTel POTS Service.

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.

- 8.8 The Requesting Licensee acknowledges that if SingTel's and the Requesting Licensee's plant is damaged by a Third Party at the same location, SingTel has priority over the Requesting Licensee to work in SingTel's Building MDF, DP or damaged site.
- 8.9 The Parties acknowledge that licences in respect of Essential Support Facilities is governed by Schedule 5 and POA Co-Location Space is governed by Schedule 8B.
- 8.10 The 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 as a result of the Requesting Licensee's use of the Shared Line.
- 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.
- 8.12 The Requesting Licensee shall provide both splitters at each end of the Shared Line to separate the Shared Line into two independent channels to avoid interference between the signals of the services on each channel.

9. ACCESS AND APPROVALS REQUIRED

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

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 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 Requesting Licensee.
- 10.3 Where the Requesting Licensee's use of the Shared Line interferes with SingTel's service, SingTel shall report the fault to the Requesting Licensee.
- 10.4 Upon receipt of a fault report under clause 10.1 the Requesting Licensee shall remove the cause of the interference within two (2) Business Days.
- 10.5 If the Requesting Licensee fails to remove the cause of the interference as required by clause 10.4, SingTel may immediately terminate the licence of the Shared Line under this Schedule and remove the Requesting Licensee's service. The Requesting Licensee shall pay SingTel for the cost incurred in the investigation and removal of the interference.
- 10.6 Each Party shall maintain and store its own records of faults and repairs.
- 10.7 The Requesting Licensee shall compensate SingTel for the cost incurred in responding to a fault that is caused by the Requesting Licensee.
- 10.8 The Requesting Licensee acknowledges that SingTel may temporarily disconnect the Requesting Licensee's xDSL Services at either the Exchange MDF or Building MDF for SingTel to perform reasonable fault analysis and line testing on the Shared Line for up to three (3) hours. SingTel will use its reasonable endeavours to provide the Requesting Licensee with prior notice of any such disconnection.

11. PROTECTION AND SAFETY

- 11.1 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 The Requesting Licensee shall, so far as reasonably practicable, take all necessary steps to ensure that 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 SingTel;
- (b) do not damage, interfere with or cause any deterioration in the operation of the SingTel's Network; and
- (c) do not interfere or deteriorate any existing POTS service provided by SingTel.

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

12. TERM OF LICENCE

12.1 The Line Sharing shall commence on the date SingTel provides its approval under clause 4.2 and continues for two (2) years or up to 29 September 2003, whichever is earlier.

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:

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

13.2 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of a licence under this Schedule under this clause 13.

14. TERMINATION OF LICENCE

- 14.1 The Requesting Licensee may terminate its licence within five (5) Business Days from the date on which SingTel notifies the Requesting Licensee of delivery of the Shared Line under clause 5.1 of this Schedule, if the line condition is not suitable for the provision of xDSL Service. The Requesting Licensee will be liable for all charges payable up to the date of termination but not for ongoing charges payable beyond the date of termination.
- 14.2 SingTel may immediately terminate a licence of Shared Line under this Schedule if:
- (a) the Requesting Licensee is no longer an FBO 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;
 - (c) in SingTel's reasonable opinion, the Requesting Licensee is using the Shared Line in contravention of an applicable law, licence, code, regulation or direction;
 - (d) the licence of Shared Line is having an adverse network impact on SingTel;
 - (e) the supply of POTS by SingTel to the Customer to whom the Requesting Licensee is supplying its services is cancelled, expires or terminates;
 - (f) 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) the licence in respect of Co-Location Space to which the Shared Line is connected is terminated or expires;
 - (h) the Requesting Licensee abandons the Shared Line;
 - (i) the Shared Line has become unsafe or unsuitable for its purpose;
 - (j) SingTel's right to own, maintain or operate the Shared Line is revoked or terminates or expires; or

(k) 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.

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

14.4 If during the term of the Line Sharing, any Shared Line used by the Requesting Licensee in accordance with this Schedule is:

(a) no longer suitable for use in SingTel's reasonable opinion; or

(b) no longer available to be licensed as determined by SingTel;

SingTel may terminate the licence in respect of the Shared Line by giving six (6) months notice to the Requesting Licensee.

14.5 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.

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

(a) the Requesting Licensee must discontinue the use of the Shared Line; and

(b) must disconnect all equipment connected to the Shared Line,

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

14.7 If the Requesting Licensee fails to disconnect its equipment from the Shared Line under clause 14.6, SingTel shall remove the Requesting Licensee's equipment. The Requesting Licensee shall pay to SingTel all 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.

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.

15. SUB-LICENSING

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