

SCHEDULE 3C
SALE OF INTERNAL WIRING

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SCHEDULE 3C

SALE OF INTERNAL WIRING

1. SCOPE

- 1.1 This Schedule sets out the terms and conditions under which the Requesting Licensee may purchase SingTel's Internal Wiring for the sole purpose of providing telecommunication services to the Requesting Licensee's Customers.
- 1.2 The Requesting Licensee may purchase Internal Wiring owned by SingTel subject to:
- (a) the sale of the Internal Wiring being in connection with the supply by the Requesting Licensee of telecommunications 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. ORDERING

- 2.1 SingTel will provide access to and sale of Internal Wiring to the Requesting Licensee in individual pairs.
- 2.2 Prior to lodging a Request for Internal Wiring under clause 2.3 of the Internal Wiring the Requesting Licensee may use Internal Wiring for up to three (3) Business Days in accordance with Annex 3A1 of Schedule 3A and Annex 3C.1 of this Schedule provided that:
- (a) the Requesting Licensee has contracted with a Customer at whose premises the Internal Wiring is connected for telecommunication services; and
 - (b) the Requesting Licensee ensures that SingTel or any other Licensee is not using the Internal Wiring for any purpose whatsoever.
- 2.3 The Requesting Licensee indemnifies SingTel against all loss, liability, costs, expenses and claims that arise from the Requesting Licensee's use of SingTel's Internal Wiring under clause 2.2.

2.4 The Requesting Licensee shall submit its Request to purchase a pair of Internal Wires to SingTel within (3) Business Days of the commencement of its use of SingTel's Internal Wiring under clause 2.2 in the form of Annex 3C.2 containing the following key information:

- (a) the address of the customer's premises;
- (b) the number of pairs;
- (c) the Requesting Licensee's contact details;
- (d) such other information as SingTel reasonably requires.

2.5 The Requesting Licensee shall pay to SingTel the application fee in accordance with Schedule 9, regardless of whether its Request for Internal Wiring is successful or not.

3. ASSESSMENT OF REQUESTS

3.1 SingTel shall process all Requests for Internal Wiring on a "first come, first served" basis.

3.2 Subject to clause 3.3, SingTel shall accept or reject a Request for Internal Wiring by 5.00 pm on the next Business Day after the date of receipt of such Request.

3.3 SingTel shall accept the number of Requests for Internal Wiring that would require the processing of a combined total of no more than 100 Internal Wire pairs from all Licensees within one (1) Business Day and subsequent Requests shall overflow to the next Business Day.

3.4 SingTel may reject the Request for Internal Wiring and request the Requesting Licensee to discontinue the use of SingTel's Internal Wiring if:

- (a) the Requesting Licensee is not an FBO providing wireline or broadband services;
- (b) the order is not in the prescribed form;
- (c) the order does not contain all the required information;
- (d) the Requesting Licensee did not comply with the standard operating procedure for the licensing of SingTel's Internal Wiring as set out in Annex 3C.1;

- (e) the Requesting Licensee's use or proposed use of the Internal Wiring causes or would cause interference or degradation to SingTel's Network;
 - (f) the Requesting Licensee has been using the Internal Wiring for more than three (3) Business Days prior to lodging a Request for Internal Wiring;
 - (g) SingTel has not installed any Internal Wiring in the area where the sale of Internal Wiring is requested; or
 - (h) the Internal Wiring is being used for another purpose in SingTel's Network at the time of the request.
- 3.5 If SingTel rejects the sale of Internal Wiring, the Requesting Licensee shall discontinue its use of the Internal Wiring and remove its services from the Internal Wiring within one (1) Business Day of such rejection, failing which SingTel shall remove the Requesting Licensee's service(s) and the Requesting Licensee shall compensate SingTel for the cost of performing this removal.

4. SALE OF INTERNAL WIRING

- 4.1 Upon notification by SingTel of acceptance of a Request for Internal Wiring under clause 3.2, SingTel hereby sells the Internal Wiring to the Requesting Licensee and the Requesting Licensee acquires the Internal Wiring in accordance with this Schedule in consideration for the payment by the Requesting Licensee to SingTel of the Charges specified in Schedule 9 and such other costs as reasonably incurred by SingTel for the sale of the Internal Wiring.
- 4.2 SingTel sells its Internal Wiring on an as-is condition. SingTel shall not be held liable for the condition of the Internal Wiring sold and shall not be responsible for any faults or interference on the Requesting Licensee's services.

5. ACCESS TO DP AND INTERNAL WIRING

- 5.1 The Requesting Licensee shall only access the SingTel DP for the sole purpose of accessing the spare Internal Wiring it intends to purchase from SingTel. When accessing the SingTel DP, the Requesting Licensee must ensure that there is no interruption or disruption to any Internal Wiring used to serve an existing service of SingTel.
- 5.2 The Requesting Licensee must ensure that SingTel's DP termination or Internal Wiring is protected from damage and from unauthorised access, use or modification. The Requesting Licensee must ensure that only its employees, agents or representatives have

access to the SingTel's DP and for the sole purpose of accessing the spare Internal Wiring.

- 5.3 The Requesting Licensee shall comply with, and ensure that its employees, agents and contractors comply with the terms and conditions for accessing SingTel's DP in Annex 3C.2.
- 5.4 The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to physically access the DP and Internal Wiring of SingTel on the Requesting Licensee's behalf, provided the Requesting Licensee first:
- (a) notifies SingTel of the name and contact details of the Contractor; and
 - (b) procures that the Contractor complies with the provisions of this Schedule.
- 5.5 If the Requesting Licensee becomes aware of any activities which are in contravention of this schedule by its employees or by its agents or contractors, the Requesting Licensee must take such action which is reasonably available to it to prevent or discourage continuation of the action.

6. STANDARD TERMS AND CONDITIONS

- 6.1 The Requesting Licensee shall be responsible for the maintenance and administration of the Internal Wiring purchased under this Schedule including but not limited to tidying and diversion of Internal Wiring.
- 6.2 The Requesting Licensee is responsible for costs incurred due to its use of the Internal Wiring.
- 6.3 The Requesting Licensee shall compensate SingTel for any damage it causes to the Internal Wiring or the associated equipment prior to its purchase of the Internal Wiring under this Schedule.
- 6.4 The Requesting Licensee shall compensate SingTel for any costs incurred by SingTel as a result of interference with SingTel's Network resulting from the Requesting Licensee's use of the Internal Wiring.
- 6.5 When 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 DP or damaged site.

7. UNAUTHORISED USE OF INTERNAL WIRING

7.1 Without prejudice to any other rights SingTel may have, where SingTel identifies that the Requesting Licensee has used its Internal Wiring without having applied to purchase in accordance with this Schedule, SingTel shall notify the Requesting Licensee and the Requesting Licensee must, within two (2) Business Days of the notice, cease using the Internal Wiring or submit a Request for Internal Wiring in accordance with clause 2 and pay SingTel its costs incurred in investigating the unauthorised use.

8. ACCESS AND APPROVALS REQUIRED

8.1 The Requesting Licensee must use its best endeavours to assist SingTel to sell the Internal Wiring, including, but not limited to:

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

9. PROTECTION AND SAFETY

9.1 The Requesting Licensee is responsible for the safe operation of its Network and shall, so far as is reasonably practicable, take all necessary steps to ensure that its access of the Internal Wiring, 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; and
- (b) do not damage, interfere with or cause any deterioration in the operation of the SingTel's Network.

9.2 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 Internal Wiring.

10. FAULT REPORTING

10.1 Where a Customer of SingTel's report a fault with SingTel and SingTel establishes that the fault is being caused due to the Requesting Licensee's work on the Internal Wiring for its Customer affecting the Internal Wiring used by SingTel to supply services to the

SingTel Customer, the Requesting Licensee shall pay SingTel the cost for attending and restoring the fault.

11. TERMINATION

11.1 Prior to the purchase of the Internal Wiring under this Schedule by the Requesting Licensee, SingTel may immediately terminate the Requesting Licensee's use of the Internal Wiring if:

- (a) the Requesting Licensee is in material breach of this Schedule, provided that:
 - (i) a notice has been given of the breach; and
 - (ii) the Requesting Licensee has failed to rectify the breach within five (5) Business Days after receiving the notice; or
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Internal Wiring in contravention of a law.

ANNEX 3C.1

STANDARD OPERATING PROCEDURES FOR THE USE OF INTERNAL WIRING

(1) General Scenarios for the Use of Internal Wiring

(a) The Requesting Licensee may purchase the Internal Wiring under the following 3 general scenarios:

(i) **Scenario 1**

Customer churns from ¹Operator A to ²Operator B but ceases Operator A's service after Operator B's service has commenced.

(ii) **Scenario 2**

Customer churns from Operator A to Operator B and ceases Operator A's service before commencing Operator B's service.

(iii) **Scenario 3**

Customer subscribes to additional service from Operator B and maintains existing service from Operator A.

(b) For each of the scenario's, Operator B has the option to provide its own Loop Distribution cable and DP or to share Operator A's DP and lease Loop Distribution from Operator A.

(2) Standard Operating Procedures (SOPs) for the Use of Internal Wiring

(a) **Scenario 1:** Customer churns from Operator A to Operator B but ceases Operator A's service after Operator B's service has commenced.

(i) If Operator B provides own Loop Distribution and DP, the operating procedures for Operator B are:

(1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.

(2) If a maintenance spare pair is available in the existing grey wire, connect the maintenance spare pair to Operator B's DP.

¹ Operator A refers to Party A.

² Operator B refers to Party B.

- (3) If a maintenance spare pair is not available, explain to the Customer that an additional pair is not available. Ask the Customer to decide between:
 - (A) ceasing Operator's A service so that the existing pair can be used for Operator B's service and no additional wiring needs to be installed; or
 - (B) installing new internal wiring so that the Customer can cease Operator A's service after commencing Operator B's service. Operator B should advise the Customer that this option will facilitate speedier repair of wires in future.
 - (4) If Customer chooses (A), remove the existing pair and connect to Operator B's DP.
 - (5) If Customer chooses (B), install new internal wiring and connect to Operator B's DP.
- (ii) If Operator B shares Operator A's DP and leases Loop Distribution from Operator A, the operating procedures for Operator B are:
- (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
 - (2) Operator B licences Loop Distribution from Operator A.
 - (3) If a maintenance spare pair is available in the existing grey wire, connect the maintenance spare pair to the allocated Loop Distribution pair on Operator A's DP.
 - (4) If a maintenance spare pair is not available, explain to the Customer that an additional pair is not available and both Operators' services cannot be provided without installing new internal wiring. Ask the Customer to decide between:
 - (A) ceasing Operator's A service so that the existing pair can be used for Operator B's service and no additional wiring need to be installed; or
 - (B) installing new internal wiring so that the Customer can cease Operator A's service after commencing Operator B's service. Operator B should advise the Customer that this option will facilitate speedier repair of wires in future.

- (5) If Customer chooses (A), remove the existing pair and connect to the allocated distribution pair on Operator A's DP.
- (6) If Customer chooses (B), install new internal wiring and connect to the allocated distribution pair on Operator A's DP.
- (7) Each Licensee provides jumper wires and does jumpering at its own Building MDFs.

(b) Scenario 2: Customer churns from Operator A to Operator B's service and ceases Operator A's service before commencing Operator B's service.

- (i) If Operator B provides own Loop Distribution and DP, the operating procedures for Operator B are:
 - (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
 - (2) If a maintenance spare pair is available in the existing grey wire, disconnect the working pair from Operator A's DP and connect to Operator B's DP.
 - (3) If a maintenance spare pair is not available, explain to the Customer that only one pair exists and future repair will not be speedy. Ask the Customer to decide between:
 - (A) using the existing pair so that no additional wiring needs to installed; or
 - (B) installing new internal wiring so as to facilitate speedier repair of wires in future.
 - (4) If Customer chooses (A), remove the existing pair and connect to Operator B's DP.
 - (5) If Customer chooses (B), install new internal wiring and connect to Operator B's DP.
- (ii) If Operator B shares Operator A's DP and leases Loop Distribution from Operator A, the operating procedures for Operator B are:
 - (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
 - (2) Operator B licences Loop Distribution from Operator A.

- (3) If a maintenance spare pair is available in the existing grey wire, disconnect the working pair from Operator A's DP and connect on the allocated distribution pair.
- (4) If a maintenance spare pair is not available, explain to the Customer that only one pair exists and future repair will not be speedy. Ask the Customer to decide between:
 - (A) using the existing pair and no additional wiring need to be installed;
 - (B) installing new internal wiring so as to facilitate speedier repair of wires in future.
- (5) If Customer chooses (A), remove the existing pair and connect to the allocated distribution pair on Operator A's DP.
- (6) If Customer chooses (B), install new internal wiring and connect to the allocated distribution pair on Operator A's DP.
- (7) Each Licensee provides jumper wires and does jumpering at its own Building MDFs.

(c) Scenario 3: Customer subscribes to additional service from Operator B and maintains existing subscription to Operator A.

- (i) If Operator B provides own Loop Distribution and DP, the operating procedures for Operator B are:
 - (1) Survey and verify the existing grey wire to identify the pair being used and maintenance spare pair availability.
 - (2) If a maintenance spare pair is available in the existing grey wire, connect the maintenance pair on Operator B's DP.
 - (3) If a maintenance spare pair is not available, explain to the Customer that an additional pair is not available and both Operators' services cannot be provided without installing new internal wiring.
 - (4) Install internal wiring with Customer's consent and connect working pair of new wiring on Operator B's DP.

- (ii) If Operator B shares Operator A's DP and leases Loop Distribution from Operator A, the operating procedures for Operator B are:
- (1) Survey and verify the existing grey wire to identify the pair being used and maintenance spare pair availability.
 - (2) Operator B licences Loop Distribution from Operator A.
 - (3) If a maintenance spare pair is available in the existing grey wire, connect the maintenance pair to the allocated distribution pair on Operator A's DP.
 - (4) If a maintenance spare pair is not available, explain to the Customer that an additional pair is not available and both Operators' services cannot be provided without installing new internal wiring.
 - (5) Install internal wiring with Customer's consent and connect working pair of new wiring to the allocated distribution pair on Operator A's DP.
 - (6) Each Licensee provides jumper wires and does jumpering at its own Building MDFs.

N.B. It is recommended that both Operators would advise the Customers that it is a good practice to maintain a maintenance spare pair in their internal wiring cable.