

## **SCHEDULE 3D**

### **LICENSING OF BUILDING MDF DISTRIBUTION FRAME**

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## **SCHEDULE 3D**

### **LICENSING OF BUILDING MDF DISTRIBUTION FRAME**

#### **1. SCOPE**

- 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 (**Distribution Frame Verticals**) (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 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, 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 owned by SingTel subject to:
- (a) the use by the Requesting Licensee of the Distribution Frame Vertical being in connection with 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.
- 1.3 This Schedule only applies to Requesting Licensees who are FBOs providing wireline or broadband services.

#### **2. AVAILABILITY OF DISTRIBUTION FRAME VERTICAL**

- 2.1 SingTel will provide the Requesting Licensee with a licence to use Distribution Frame Verticals in individual Distribution Frame Verticals.
- 2.2 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of a Distribution Frame Vertical:
- (a) SingTel's reasonably anticipated requirements in the next two (2) years for Distribution Frame Verticals for provision to itself and its customers;
  - (b) SingTel's reasonably anticipated requirements in the next two (2) years for Distribution Frame Verticals 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;
- (e) whether SingTel has plans or otherwise proposes to decommission the MDF or Distribution Frame Vertical; and
- (f) the Distribution Frame Vertical is being used for another purpose in SingTel's Network at the time of a request under clause 3.2.

### **3. ORDERING AND PROVISIONING PROCEDURE**

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

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

- (a) Building name and address;
- (b) Building MDF room name;
- (c) number of Distribution Frame Verticals 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.

### **4. RESPONSE TIME**

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

4.2 The cumulative number of Requests for Distribution Frame Verticals to be processed are:

- (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.
- 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**).
- 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 is accepted or not.

## **5. STUDIES AND APPROVALS**

- 5.1 SingTel will use its reasonable endeavours to perform a study in respect of the Distribution Frame Vertical on or before the Processing Date to ascertain whether the Distribution Frame Vertical 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.
- 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 within three (3) Business Days from the Processing Date.
- 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, provide its final approval together with the following information:
- (a) the number of the Distribution Frame Vertical approved; and
  - (b) the Distribution Frame Vertical allocated for licence,
- (**Final Approval**).
- 5.4 The Requesting Licensee acknowledges that SingTel licences Distribution Frame Vertical in an as-is condition.
- 5.5 SingTel may reject a Request for Distribution Frame Vertical if:

- (a) the Requesting Licensee is not an FBO providing wireline or broadband services; or
- (b) the Request for Distribution Frame Vertical is not in the prescribed form; or
- (c) the Request for Distribution Frame Vertical 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;
- (e) the Distribution Frame Vertical is not available as determined under clause 2.2; or
- (f) SingTel does not have any Distribution Frame Verticals in the area specified in the Request for Distribution Frame Vertical; 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.

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

## **6. INSTALLATION OF SUBSCRIBER TIE CABLE AND TIE TERMINATION BLOCK**

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;

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 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.

- 6.3 The Distribution Frame Vertical(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. The Requesting Licensee shall provide its cable tray, mounting frame or any other installation materials that are required for the installation.
- 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.
- 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.
- 6.6 In the installation, operation and maintenance of its Subscriber Tie Cable and Tie Termination block located in SingTel's Distribution Frame Vertical(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.
- 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..
- 6.8 Upon completing the installation of its Subscriber Tie Cable and Tie Termination blocks in SingTel's Distribution Frame Vertical, 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-build layout diagram with supporting photograph(s), showing the Distribution Frame Vertical used and the position of the Subscriber Tie Cable and Tie Termination block and the installation of the Subscriber Tie Cable.
- 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 cost incurred in the verification will be recovered from the Requesting Licensee.

- 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 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 costs for reinstallation and corrective action, and the costs of SingTel incurred for inspection of the corrective action.
- 6.11 If the Requesting Licensee fails to install or take the appropriate corrective action, SingTel may take appropriate corrective action. The cost for the corrective action shall be borne by the Requesting Licensee.
- 6.12 Where, during the course of installation, the Requesting Licensee causes any damage to SingTel's MDF, Distribution Frame Vertical(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(s), MDF Equipment. SingTel shall rectify any damage in any way it deems fit, the cost and expense for the repair thereof shall be recovered from the Requesting Licensee.
- 6.13 If the Requesting Licensee detects a fault, defect or problem in the Distribution Frame Vertical to which access has been approved, it must notify SingTel as soon as practicable.
- 6.14 If the work to be performed by the Requesting Licensee under this clause is not completed or not completed correctly as identified under this clause, SingTel may immediately terminate the licence granted under this Schedule in respect of the Distribution Frame Vertical.

## **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(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.

## **8. UNAUTHORISED ACCESS TO DISTRIBUTION FRAME VERTICAL**



- 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(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 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 SingTel is not satisfied with the documentary evidence, the date of access shall be deemed to be the effective date of this RIO Agreement.
- 8.2 Where SingTel approves the Request for Distribution Frame Vertical, the Requesting Licensee must pay, within five (5) Business Days from the date of approval, SingTel's costs incurred in investigating the unauthorised use and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 8.1) in accordance with Schedule 9.
- 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.
- 8.4 If SingTel rejects the Request for Distribution Frame Vertical, 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 8.1 and the Requesting Licensee must discontinue use and remove its MDF Equipment within ten (10) Business Days.
- 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 costs associated with its removal.

## **9. SINGTEL BUILD**

- 9.1 If SingTel rejects an application for the lease of a Distribution Frame Vertical under clause 5.5(e), the Requesting Licensee may submit to SingTel an order to construct the requested Distribution Frame Vertical (**Construction Order**) in writing within five (5) Business Days from the date of the rejection.
- 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.

- 9.3 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.
- 9.4 SingTel shall use its reasonable endeavours to complete a Project Study within thirty (30) Business Days of the receipt of a Construction Order.
- 9.5 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) if it is feasible to construct the Distribution Frame Vertical, information outlining the estimated construction cost and timeline for the construction of the new Distribution Frame Vertical (**Report**).
- 9.6 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**).
- 9.7 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.
- 9.8 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.
- 9.9 SingTel shall use its reasonable endeavours to construct the Distribution Frame Vertical within the price estimate. SingTel may provide the Requesting Licensee with a revised estimate of costs from time to time. SingTel may suspend construction under this clause until the Requesting Licensee agrees to the revised charge.
- 9.10 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.

9.11 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 allocated for licence.

9.12 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.

#### **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 or to install an additional Subscriber Tie Cable or Tie Termination block at the licensed Distribution Frame Vertical, 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, the Requesting Licensee must submit a Request for Distribution Frame Vertical under clause 3.

#### **11. TERMS AND CONDITIONS FOR ACCESS**

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

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.

11.3 When accessing the SingTel Distribution Frame Vertical, the Requesting Licensee must use its best 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 while accessing the Distribution Frame Vertical.

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

- 11.5 The Requesting Licensee must ensure that only its employees, agents or representatives have access to the SingTel's Distribution Frame Vertical for the sole purpose of accessing Requesting Licensee's Subscriber Tie Cable and Tie Termination block.
- 11.6 The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to access the licensed Distribution Frame Vertical 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.
- 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.
- 11.8 The Requesting Licensee shall manage its own operations and maintenance requirements.
- 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.

## **12. PROTECTION AND SAFETY**

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

## **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:

- (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.

#### **14. TERM OF LICENCE**

14.1 The term of the Distribution Frame Vertical licence shall commence on the date of Final Approval under clause 5.3 or, if clause 9 applies, on the date on which SingTel commences construction of the new Distribution Frame Vertical and continues for two (2) years or up to 29 September 2003, whichever is earlier.

#### **15. SUSPENSION**

15.1 SingTel may suspend the Requesting Licensee's access to its Distribution Frame Vertical until further notice if:

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

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 under this clause 15.

#### **16. TERMINATION OF LICENCE**

16.1 SingTel may immediately terminate a licence of Distribution Frame Vertical 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 Distribution Frame Vertical in contravention of an applicable 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) the licence in respect of Local Loop or Sub Loop or the licence in respect of the shared line (as the case may be under Schedule 3A or 3B respectively) associated with the Distribution Frame Vertical is terminated or expires;
- (f) the Requesting Licensee abandons the Distribution Frame Vertical;
- (g) the Distribution Frame Vertical has become unsafe or unsuitable for its purpose;
- (h) SingTel's right to own, maintain or operate the Distribution Frame Vertical is revoked or terminates or expires; or
- (i) the Requesting Licensee does or allows anything to be done which in SingTel's reasonable opinion may jeopardise the Distribution Frame Vertical or the SingTel Network.

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

16.3 The Requesting Licensee shall bear its own cost associated with the termination of the Distribution Frame Vertical 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.

- 16.4 Upon expiry or termination of the licence of Distribution Frame Vertical:
- (a) the Requesting Licensee must discontinue the use of the Distribution Frame Vertical; and
  - (b) must disconnect all equipment connected to the Distribution Frame Vertical,
- 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.
- 16.5 If the Requesting Licensee fails to disconnect its equipment for the Distribution Frame Vertical under clause 16.4, 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.
- 16.6 Upon termination of the licence of Distribution Frame Vertical, SingTel will be entitled to recover Licence Charges for the remainder of the licence term from the Requesting Licensee.

## **17. SUB-LICENSING**

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

## **ANNEX 3D.1**

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

#### **INTRODUCTION**

- 17.2 This Annex provides the principles and Standard Operating Procedures for working at SingTel's Building MDF.
- 17.3 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.

#### **INSTALLING CABLE**

- 17.4 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.
- 17.5 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.
- 17.6 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.