

APPENDIX 1

DIRECTED AMENDMENTS TO SCHEDULE 3A OF SINGTEL'S RIO

SCHEDULE 3A

LICENSING OF LOCAL LOOP/SUB-LOOP

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CONTENTS

| | | |
|---|--|-----------|
| 1. | SCOPE | 1 |
| 2. | AVAILABILITY OF LOCAL LOOP OR SUB LOOP | 2 |
| 3. | SINGTEL LOCAL LOOP RELATED INFORMATION | 3 |
| 4. | ORDERING AND PROVISIONING PROCEDURE | 3 |
| 5. | RESPONSE TIME | 4 |
| 6. | DELIVERY | 6 |
| 7. | ACCESS TO DP | 7 |
| 8. | UNAUTHORISED ACCESS TO LOCAL LOOP OR SUB LOOP | 8 |
| 9. | STANDARD TERMS AND CONDITIONS | 10 |
| 10. | ACCESS AND APPROVALS REQUIRED | 11 |
| 11. | FAULT REPORTING AND CLEARING | 11 |
| 12. | PROTECTION AND SAFETY | 13 |
| 13. | TERM OF LICENCE | 14 |
| 14. | SUSPENSION | 14 |
| 15. | TERMINATION OF LICENCE | 15 |
| 16. | SUB-LICENSING | 17 |
| | | |
| ANNEX 3A.1: GUIDELINE FOR ACCESS TO DP, INTERNAL WIRING AND DISTRIBUTION FRAME VERTICAL/MOUNTING | | |
| | | |
| ANNEX 3A.2: PROCEDURE ON SECURITY OF DPS USING THE SERIALISED SECURITY LABEL METHOD | | |
| | | |
| ANNEX 3A.3: SAMPLE REPORT ON LIST OF DPS WHICH ARE PROVIDED WITH SECURITY LABELS | | |
| | | |
| ANNEX 3A.4: SAMPLE REPORT ON SUMMARY OF DPS PROVIDED WITH SECURITY LABELS | | |
| | | |
| ANNEX 3A.5: FORM 1 - RECORD OF SECURITY LABELS ISSUED TO FIELD STAFF | | |

- ANNEX 3A.6: FORM 2 – RECORD OF USAGE OF SECURITY LABEL BY FIELD STAFF**
- ANNEX 3A.7: PHOTOGRAPHS**
- ANNEX 3A.8: ORDER FOR LOCAL LOOP**
- ANNEX 3A.9: ORDER FOR SUB LOOP (FEEDER)**
- ANNEX 3A.10: ORDER FOR SUB LOOP (DISTRIBUTION)**
- ANNEX 3A.11: REQUEST FOR NETWORK INFORMATION (LOOP FEEDER AT LOCAL EXCHANGE)**
- ANNEX 3A.12: REQUEST FOR NETWORK INFORMATION (BUILDING MDF LOOP FEEDER)**
- ANNEX 3A.13: REQUEST FOR NETWORK INFORMATION (BUILDING MDF LOOP DISTRIBUTION)**
- ANNEX 3A.14: REQUEST FOR NETWORK INFORMATION (OUTDOOR CABINET LOOP FEEDER)**
- ANNEX 3A.15: REQUEST FOR NETWORK INFORMATION (OUTDOOR CABINET LOOP DISTRIBUTION)**
- ANNEX 3A.16: REQUEST FOR NETWORK INFORMATION (DP LOOP DISTRIBUTION)**
- ANNEX 3A.17: REQUEST FOR NETWORK INFORMATION (ADDRESS OF BUILDING MDF)**
- ANNEX 3A.18: REQUEST FOR NETWORK INFORMATION (ADDRESS OF OUTDOOR CABINET)**
- ANNEX 3A.19: SPECTRAL COMPATIBILITY OF XDSL SYSTEMS PLAN**
- ANNEX 3A.20: SERVICE LEVEL GUARANTEES**

SCHEDULE 3A

LICENSING OF LOCAL LOOP/SUB-LOOP

1. SCOPE

CLAUSES 1.1 AND 1.2 – DIRECTED AMENDMENTS

- 1.1 This Schedule 3A sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence to use SingTel's Local Loop or Sub Loop for the sole purpose of the Requesting Licensee providing telecommunication services, ~~to the Requesting Licensee's Customers. For the avoidance of doubt, SingTel is not required to provide the Requesting Licensee with a licence to use SingTel's Local Loop or Sub Loop when it is used as an input to a telecommunications product or service for the Requesting Licensee's private internal use where the Requesting Licensee has no intention of offering that telecommunications product or service to non-affiliated third party customers. Notwithstanding anything in this Schedule, the Requesting Licensee may use the Local Loop or Sub Loop as an input for the provision of any telecommunication product or service to itself or its affiliates where the Requesting Licensee offers or intends to offer that telecommunication product or service (whether or not using the same Local Loop or Sub Loop) to non-affiliated third party Customers. For this purpose, any reference in this Schedule to the term "Customer" shall, where appropriate, also refer to the Requesting Licensee or its affiliates.~~

Please refer to IDA's Decision on Reconsideration. IDA's position is that, consistent with the Minister's Decision, SingTel must allow the Requesting Licensee to obtain Local Loops and Sub Loops as an input to a telecommunication product or service for its own private internal use in the situation where the Requesting Licensee intends to offer that telecommunication product or service to non-affiliated third party Customers.

In addition, please also refer to IDA's 3 June 2005 Direction ("3 June 2005 Direction") and IDA's 24 October 2005 Direction specifying required modifications that SingTel must adopt in relation to IDA's review of SingTel's RIO. IDA's 3 June 2005 Direction specifically required SingTel to delete the phrase "to the Requesting Licensee's Customers", which requirement was postponed pending the outcome of SingTel's appeal to the Minister. Consistent with the Minister's Decision, IDA maintains the requirement to delete the phrase "to the Requesting Licensee's Customers". Otherwise the Requesting Licensee may only use Local Loops and Sub Loops to provide telecommunication products and services to its customers and it will be prohibited from

using Local Loops and Sub Loops for self-provisioning altogether – this is patently inconsistent with the Minister's Decision.

Accordingly, IDA directs SingTel to modify this Clause 1.1 in the manner as specified above to comply fully with the Minister's Decision and IDA's 3 June 2005 Direction.

- 1.2 The Requesting Licensee may seek a licence with respect to available Local Loop or Sub Loop owned by SingTel subject to:
- (a) the use by the Requesting Licensee of Local Loop or Sub Loop for the purpose of the Requesting Licensee providing telecommunication services ~~to the Requesting Licensee's Customer~~; and
 - (b) the terms and conditions of this Schedule.

Please refer to IDA's annotations to Clause 1.1 above. Accordingly, IDA directs SingTel to amend this Clause 1.2 in the manner as specified above.

- 1.3 This Schedule only applies to Requesting Licensees who are FBOs.
- 1.4 The timeframes in this Schedule relating to provisioning and fault rectification are subject to delays caused by events outside SingTel's reasonable control, in which case such failure to fulfil the relevant Service Level Guarantee shall not constitute a breach of this Schedule or this RIO Agreement and clause 1.5 shall not apply, provided that SingTel notifies the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the delay and specifying a new date for the completion of the relevant provisioning or fault rectification which is extended for the period of such delays.
- 1.5 SingTel will provide the Service Level Guarantees in respect of licensing of Local Loop or Sub Loop as set out in Annex 3A.20. If SingTel fails to meet any Service Level Guarantees applicable to this Schedule and the failure to meet the Service Level Guarantees is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee in accordance with:
- (i) section 1 and 2 of Annex 3A.20 and any terms and conditions contained therein in respect of request and provisioning timeframes;
 - (ii) section 3 of Annex 3A.20 and any terms and conditions contained therein in respect of fault rectification timeframes; and

(iii) section 4 of Annex 3A.20 in respect of claims made under Annex 3A.20.

- 1.6 The Requesting Licensee acknowledges that the relevant remedy provided under clause 1.5 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 the relevant Service Level Guarantees for licensing of Local Loop or Sub Loop and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

2. AVAILABILITY OF LOCAL LOOP OR SUB LOOP

- 2.1 SingTel will provide a licence to Local Loops or Sub Loops to the Requesting Licensee in individual pairs, however the Requesting Licensee may apply for multiple licences for multiple pairs at the same address per application.
- 2.2 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of any Local Loop or Sub Loop:
- (a) SingTel's reasonably anticipated requirements in the next one (1) year for Local Loop or Sub Loop for the provision to itself and its Customers;
 - (b) SingTel's reasonably anticipated requirements in the next one (1) year for Local Loop or Sub Loop for operations and maintenance purposes;
 - (c) the Requesting Licensee's and other Licensees' 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 or restrictions imposed on SingTel by Governmental Agencies;
 - (e) whether SingTel has plans or otherwise proposes to decommission the Local Loop, Sub Loop or POA within six (6) months from the date the Requesting Licensee requests the Local Loop or Sub Loop; and
 - (f) whether SingTel has installed any Local Loop or Sub Loop in the area where the licence of the Local Loop or Sub Loop is requested.

3. SINGTEL LOCAL LOOP RELATED INFORMATION

- 3.1 The Requesting Licensee may request that SingTel provide the Requesting Licensee with the SingTel Local Loop Related Information by submitting its request in the form set out in Annex 3A.11, 3A.12, 3A.13, 3A.14, 3A.15, 3A.16, 3A.17 or 3A.18.
- 3.2 SingTel will process all requests for the SingTel Local Loop Related Information on a non-discriminatory “first come first serve” basis.
- 3.3 SingTel must provide the SingTel Local Loop Related Information within fifteen (15) Business Days of the date of receipt of the request. SingTel may provide the Requesting Licensee with the SingTel Local Loop Related Information on a progressive basis during the fifteen (15) Business Days period.
- 3.4 The Requesting Licensee must pay all Charges in relation to a request for the SingTel Local Loop Related Information in accordance with Schedule 9 of the RIO Agreement.
- 3.5 The Requesting Licensee acknowledges that the SingTel Local Loop Related Information is the Confidential Information of SingTel and that the Requesting Licensee must comply with clause 23 of the main body of the RIO Agreement in relation to such information. The Requesting Licensee must only use the SingTel Local Loop Related Information for the sole and exclusive purpose of acquiring Local and Sub Loop under this Schedule 3A.
- 3.6 SingTel warrants that the SingTel Local Loop Related Information is accurate as at the date of providing the information to the Requesting Licensee. The Requesting Licensee acknowledges that the details of the SingTel Local Loop Related Information may change from time to time without notice to the Requesting Licensee.

4. ORDERING AND PROVISIONING PROCEDURE

- 4.1 SingTel shall allocate Local Loops and Sub Loops to the Requesting Licensee using the same allocation criteria that it uses to allocate Local Loops and Sub Loops to itself.
- 4.2 The Requesting Licensee shall submit its Request for Local Loop or Sub Loop to SingTel in the form of Annex 3A.8, 3A.9 or 3A.10 on a Business Day containing the following information:

- (a) Customer's name and premises address;
- (b) in the case of a Request for Sub Loop, the name and address of the Building MDF room or Outdoor Cabinet;
- (c) in the case of a Request for Local Loop or Loop Distribution, the name and address of the Distribution Point;
- (d) in the case of a Request for Local Loop or Loop Feeder, the name and address of the POA;
- (e) the number of Local Loops or Sub Loops requested;
- (f) where applicable, the POA Subscriber Tie Cable pair allocated for connection in relation to the Request for Local Loop or Loop Feeder;
- (g) where applicable, the Building MDF or Outdoor Cabinet Tie Cable/Tie Termination Pair allocated for connection in relation to the Request for Sub Loop; and
- (h) the Requesting Licensee's contact details.

5. RESPONSE TIME

- 5.1 SingTel shall process all Requests for Local Loop or Sub Loop on a 'first come, first served' basis up to the maximum amount specified in clause 5.3.
- 5.2 Within one (1) Business Day of the date on which SingTel receives the Request for Local Loop or Sub Loop (**Request Date**), SingTel must notify the Requesting Licensee whether its application is accepted or rejected. The Requesting Licensee shall pay SingTel the application fee specified in Schedule 9 for the costs incurred by SingTel in processing the Request regardless of whether the Request for Local Loop or Sub Loop is successful or not. For the purposes of this Schedule 3A, the Request Date shall be determined as follows:
 - (a) if the Request for Local Loop or Sub Loop is received before 12:00 noon on a Business Day, the Request Date is the Business Day the Request for Local Loop or Sub Loop is received; or

- (b) if the Request for Local Loop or Sub Loop is received at or after 12:00 noon on a Business Day, the Request Date is the next Business Day after the Business Day on which the Request for Local Loop or Sub Loop is received.

5.3 For each Business Day, SingTel shall process a combined total of no more than two hundred (200) wire pairs in total for Local Loop, Sub Loop, Line Sharing and Internal Wiring under Schedules 3A, 3B and 3C from all Licensees. Subject to clause 5.2, subsequent Requests shall overflow to the next Business Day and SingTel shall inform the Requesting Licensee of that overflow within one (1) Business Day of the Request Date.

5.4 SingTel may reject a Request for Local Loop or Sub Loop if:

- (a) the Requesting Licensee is not a FBO;
- (b) the Request for Local Loop or Sub Loop is not in the prescribed form;

CLAUSES 5.4(c) AND (d) – APPROVED

- (c) the Request for Local Loop or Sub Loop does not contain all the required information;
- (d) the information in the Request is incorrect or inaccurate; or

CLAUSE 5.4(e) – DIRECTED AMENDMENTS

- (e) the Local Loop or Sub Loop requested will be used by the Requesting Licensee as an input ~~to for the provision of any~~ telecommunications product or service to itself or its affiliates~~for the Requesting Licensee's private internal use, and it is shown that~~ the Requesting Licensee has no intention of offering that telecommunications product or service (whether or not using the same Local Loop or Sub Loop) to non-affiliated third party eCustomers.

Please refer to IDA's annotations at Clause 1.1 above. Accordingly, IDA directs SingTel to amend this Clause 5.4(e) in the manner as specified above.

5.5 Where SingTel rejects the Request for Local Loop or Sub Loop, SingTel shall provide reasons explaining the basis for rejection.

5.6 If SingTel notifies the Requesting Licensee that SingTel has accepted the Request for Local Loop or Sub Loop, SingTel must complete its detailed processing and

inform the Requesting Licensee within three (3) Business Days of the Request Date whether or not it is able to provide the Local Loop or Sub Loop, taking into account the following:

- (a) whether the Local Loop or Sub Loop is available as determined under clause 2; and
- (b) whether the Co-Location Equipment installed under Schedule 8B is operational by the time of SingTel's physical provisioning of the Local Loop or Sub Loop.

5.7 Where SingTel notifies the Requesting Licensee that Local Loop or Sub Loop are not available under Clause 5.6, SingTel shall provide reasons explaining the basis for its determination that the Local Loop or Sub Loop is unavailable.

5.8 If SingTel notifies the Requesting Licensee that the Local Loop or Sub Loop is available, SingTel shall further notify the Requesting Licensee of:

- (a) the DP or Building MDF room number;
- (b) the DP vertical strip number, and Termination Pin number assigned where applicable; and
- (c) the corresponding Circuit Reference number.

6. DELIVERY

6.1 SingTel shall provide the Local Loop or Sub Loop by the end of four (4) Business Days from the Request Date. SingTel shall notify the Requesting Licensee upon providing the Local Loop or Sub Loop. If it cannot meet this date, SingTel shall notify the Requesting Licensee of the delay in installation. SingTel's obligation to provide Local Loop or Sub Loop under this clause 6.1 shall be conditional on the Requesting Licensee's Co-Location Equipment being installed and operational.

6.2 Unless otherwise stated, SingTel shall retain the responsibility for working at the SingTel Exchange MDF and Building MDF, including jumpering works at the SingTel Exchange Building, SingTel Outdoor Cabinet and Building MDF. The Requesting Licensee shall bear the Charges for such work carried out by SingTel.

- 6.3 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.
- 6.4 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.
- 6.5 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 Local Loop or Sub Loop.

7. ACCESS TO DP

- 7.1 Any licence granted in respect of Local Loop or Loop Distribution under this Schedule includes a licence to access SingTel's DP that is associated with that Local Loop or Loop Distribution. For the avoidance of doubt, the grant of a licence in respect of Loop Feeder does not provide the Requesting Licensee with a licence to access SingTel's Distribution Point, Building MDF or Outdoor Cabinet that is associated with that Loop Feeder.
- 7.2 The Requesting Licensee shall only physically access the SingTel DP in accordance with Annex 3A.1 and the Distribution Frame Vertical in accordance with Schedule 3D and the Requesting Licensee must not, at any time, physically access the SingTel MDF, Outdoor Cabinet Termination Block, MDF Termination Block, Termination Pin or Jumper Wires at the Building MDF room, Outdoor Cabinet or Exchange MDF.
- 7.3 The Requesting Licensee shall comply with and ensure that its employees, agents and contractors comply with the terms and conditions for physically accessing SingTel's DP in Annex 3A.1.
- 7.4 The Requesting Licensee shall only physically access the SingTel DP for the sole purpose of accessing the Local Loop or Sub Loop licensed from SingTel. When accessing the SingTel DP, the Requesting Licensee must use its best endeavours to prevent any interruption or disruption to existing SingTel's services. The Requesting Licensee shall, at all times, use proper termination tools and shall not make any modification or cause damage to the SingTel DP while accessing the SingTel DP.

- 7.5 The Requesting Licensee must ensure that SingTel's DP termination is protected from unauthorised access, use, or modification. The Requesting Licensee must use its best endeavours to ensure that any of its employees, agents or representatives only has access to SingTel's DP for the sole purpose of accessing the Local Loops or Sub Loops licensed to the Requesting Licensee.
- 7.6 In the case of a licence of a Sub Loop comprising of a Loop Feeder, the Requesting Licensee shall access the Loop Feeder at its Subscriber Tie Cable Termination Pin in the Building MDF room. SingTel shall perform the jumpering work from the SingTel exchange side Termination Pin to the Requesting Licensee's Subscriber Tie Cable Termination Pin at the Building MDF or the Requesting Licensee's Termination Pin in the Outdoor Cabinet, and from the SingTel line side Termination Pin to the Requesting Licensee's Subscriber Tie Cable Termination Pin at the Exchange MDF.
- 7.7 In the case of a licence of a Sub Loop comprised of a Loop Distribution, the Requesting Licensee shall access the Loop Distribution at the SingTel DP Termination Pin. SingTel shall perform the jumpering work from SingTel line side Termination Pin to the Requesting Licensee's Subscriber Tie Cable Termination Pin at the Building MDF or the Requesting Licensee's Termination Pin in the Outdoor Cabinet.
- 7.8 The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to access the DP of SingTel on the Requesting Licensee's behalf, provided that 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.
- 7.9 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:
- (a) immediately notify SingTel of the contravention; and
 - (b) take immediate action to prevent or discourage continuation of the contravention.

8. UNAUTHORISED ACCESS TO LOCAL LOOP OR SUB LOOP

- 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 Local Loop or Sub Loop without having obtained a licence in accordance with this Schedule 3A, SingTel may do any one or more of the following:
- (a) notify the Authority that a material breach of this Schedule 3A has occurred and request that the Authority grant its approval under clause 12.2 or 13.2 of the RIO Agreement (as the case may be) for SingTel to suspend or terminate this Schedule 3A;
 - (b) direct the Requesting Licensee to, within five (5) Business Days of the notice, remove its equipment from the Local Loop or Sub Loop; and/or
 - (c) direct the Requesting Licensee to, within two (2) Business Days of the notice, submit a Request for Local Loop or Sub Loop in accordance with clause 4.2.
- 8.2 The Requesting Licensee must pay SingTel's reasonable costs incurred in investigating the unauthorised use.
- 8.3 If the Requesting Licensee does not remove its equipment within five (5) Business Days of the notice under clause 8.1(b), SingTel may remove the equipment and the Requesting Licensee shall be liable for any reasonable costs associated with its removal.
- 8.4 If the Requesting Licensee is directed to submit a Request for Local Loop or Sub Loop under clause 8.1(c), the Requesting Licensee must provide documentary evidence of the date of installation as part of the Request for Local Loop or Sub Loop. If the Requesting Licensee is unable to provide credible documentary evidence substantiating the date of installation, the date of access shall be deemed to be the Effective Date of this RIO Agreement. The Requesting Licensee must pay the Charges in arrears calculated from the date of access in accordance with Schedule 9.
- 8.5 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 Local Loop or Sub Loop within five (5) Business Days.

- 8.6 If SingTel rejects the Request for Local Loop or Sub Loop under clause 8.1(c), 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 8.4 and the Requesting Licensee must discontinue use and remove its equipment from the Local Loop or Sub Loop within ten (10) Business Days.

9. STANDARD TERMS AND CONDITIONS

- 9.1 SingTel will be responsible for the maintenance and administration of the Local Loop or Sub Loop under this Schedule.
- 9.2 SingTel shall provision Local Loops and Sub Loops in a timely and non-discriminatory manner, and take all feasible actions to provide Local Loops and Sub Loops that are suitable for digital signal transmission. For the avoidance of doubt, this clause 9.2 does not require SingTel to act in a manner that is over and above what SingTel provides to itself, its affiliates or its Customers.
- 9.3 At the minimum, SingTel must provide Local Loops and Sub Loops that are of the same quality and capable of supporting the same transmission characteristics as those it supplies its own End Users. In the case where SingTel supplies Local Loops or Sub Loops to a Requesting Licensee for Digital Subscriber Line (**DSL**) services, SingTel must provide Local Loops and Sub Loops that perform at a level equivalent to the loops that it uses for its own DSL services.
- 9.4 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not 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.
- 9.5 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to SingTel's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Local Loop and Sub Loop.
- 9.6 The Requesting Licensee shall be responsible for the installation and connection of a Tie Termination Block to access the licensed Local Loop or Sub Loop. The Requesting Licensee may request to licence SingTel's Distribution Frame Mounting subject to availability. For the avoidance of doubt, licensing of Distribution Frame Mounting is not covered under this Schedule and is covered in Schedule 3D.

- 9.7 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, SingTel's Outdoor Cabinet, DP or damaged site.
- 9.8 The Parties acknowledge that licences in respect of:
- (a) SingTel's Distribution Frame Mounting is governed by Schedule 3D;
 - (b) Cabinet Distribution Frame Mounting is governed by Schedule 3E; and
 - (c) Co-Location for POA is governed by Schedule 8B.
- 9.9 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the Local Loop, Sub Loop or Jumper Wire.
- 9.10 The Requesting Licensee shall comply with the Spectral Compatibility of xDSL Systems Plan in Annex 3A.19 as developed and modified by SingTel from time to time and approved by the Authority.

10. ACCESS AND APPROVALS REQUIRED

- 10.1 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 Local Loop or Sub Loop.

11. FAULT REPORTING AND CLEARING

- 11.1 The Requesting Licensee must take all reasonable measures to ensure that its Customers report faults and/or complain to the Requesting Licensee.
- 11.2 Each Party must have or establish a Fault Control Centre (**FCC**) to act as a single point of contact for the reporting and management for fault reporting and clearing. The FCC must be available twenty-four (24) hours a day, seven (7) days a week.
- 11.3 Subject to clauses 11.4 and 11.5, each Party (**Reporting Party**) shall report to the other Party's (**Responding Party's**) FCC any fault in Local Loop or Sub Loop licensed to the Requesting Licensee under this Schedule.

- 11.4 The Reporting Party must perform fault analysis and localisation to determine the source of the fault and ensure that the fault does not lie within its Network before reporting the fault to the Responding Party. The Responding Party may impose Charges on the Reporting Party if the fault is found to be within the Reporting Party's Network.
- 11.5 When the Reporting Party reasonably believes that the source of a fault is within the Network of the Responding Party, the Reporting Party shall report the fault to the Responding Party and provide the following information to the Responding Party via fax and/or electronic means when reporting faults to the Responding Party's FCC:
- (a) Fault Identification Number;
 - (b) Circuit Reference;
 - (c) Customer's name (where necessary);
 - (d) Customer's contact telephone number (where necessary);
 - (e) a description of the fault and symptoms;
 - (f) results of any tests undertaken by the Reporting Party; and
 - (g) such other information that is reasonably required by the Responding Party.
- 11.6 The Responding Party shall complete fault rectification within a response time that is subject to the QoS standards specified in Annex 3A.20. This response time is not inclusive of any delay caused by any failure of the Responding Party's personnel to:
- (a) gain access to the Customer's premises to carry out any inspection and/or work required; or
 - (b) make any appointment at a time selected by the Responding Party with the Customer or the Reporting Party for the visit referred to in clause 11.6(a) .
- 11.7 Where requested, the Reporting Party shall inject a dial tone or continuous 1 kHz tone or other tone acceptable to both Parties, from its Network to enable the Responding Party to trace the reported fault in the Responding Party's Network.

- 11.8 The Responding Party's response to the fault will be complete when it provides the date and time of fault rectification to the Reporting Party.
- 11.9 If either Party submits a fault report to the other Party's FCC on a Local Loop or Sub Loop in accordance with this clause 11, and the processes in clauses 11.6, 11.7 and 11.8 are followed on two (2) separate occasions with the same nature of complaint in the space of five (5) Business Days, upon the reporting of the second occasion, either Party may initiate a joint investigation to identify the source of interference.
- 11.10 Each Party shall co-operate in a reasonable manner with the other Party in relation to any such joint investigation. Upon conclusion of the joint investigation, the Party identified as the interfering Party shall take action as soon as practicable after such identification to remove and correct the source of interference.
- 11.11 If the interfering Party is the Requesting Licensee, and the Requesting Licensee does not take action to remove and correct the source of the interference, SingTel may take such action as is reasonably necessary to remove the interference including suspension or termination of the Local Loop or Sub Loop licence.
- 11.12 The Reporting Party is responsible to keep its Customer informed of the progress of the fault rectification until the fault is rectified.
- 11.13 Each Party shall maintain and store its own records of faults and repairs.
- 11.14 If it is necessary to carry out any planned repair or upgrade to any equipment or facility forming part of the SingTel Local Loop or Sub Loop, SingTel shall provide the Requesting Licensee with at least fourteen (14) Calendar Days written notice of such repairs or upgrades. SingTel shall take reasonable measures to minimise any service disruption to the Requesting Licensee. SingTel shall not be liable for any loss caused by such repair or upgrading.

12. PROTECTION AND SAFETY

- 12.1 Each Party 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.
- 12.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the Local Loop or Sub Loop, its operations and its implementation of this Schedule:

- (a) do not endanger the safety or health of any person, including the employees and contractors of the Parties; and
- (b) do not damage, interfere with or cause any deterioration in the operation of the 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.

12.3 The Requesting Licensee shall not deploy any hazardous power feed onto the Local Loop or Sub Loop licensed to it under this Schedule.

13. TERM OF LICENCE

13.1 The term of a Local Loop or Sub Loop licence granted under this Schedule shall commence on the date that SingTel provides the Local Loop or Sub Loop and continues for the term of the RIO Agreement until the earlier of any of the following events:

- (a) either party terminates the Local Loop or Sub Loop licence in accordance with clause 15 of this Schedule;
- (b) the SingTel RIO is revoked by the Authority under clause 13.7 of the RIO Agreement;
- (c) the Authority removes the requirement for SingTel to supply Local Loops or Sub Loops under the SingTel RIO or exempts SingTel from supplying Local Loops or Sub Loops under clause 13.8 of the RIO Agreement; or
- (d) subject to clause 13.2, the Requesting Licensee terminates the Local Loop or Sub Loop licence by giving SingTel not less than one (1) month prior written notice.

13.2 The Requesting Licensee may terminate the licence of the Local Loop or Sub Loop on less than one (1) month prior written notice, provided that the Requesting Licensee shall be liable for all recurring fees under the Local Loop or Sub Loop licence for the period between the date of termination and the date that is one (1) month after the notice of termination.

14. SUSPENSION

14.1 SingTel may suspend the Requesting Licensee's licence to the Local Loop or Sub Loop at any time until further notice to the Requesting Licensee if the licence of the Local Loop or Sub Loop 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 causing damage, interfering with or causing deterioration in the operation of SingTel's Network.

- 14.2 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 Local Loop or Sub Loop under this clause 14.

15. TERMINATION OF LICENCE

- 15.1 SingTel may immediately terminate a licence of Local Loop or Sub Loop if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Local Loop or Sub Loop 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 applicable law, licence, code, regulation or direction;

CLAUSE 15.1(c) – DIRECTED AMENDMENTS

- (c) the Local Loop or Sub Loop is:
 - (i) used for a purpose other than for the purpose of the Requesting Licensee providing telecommunication services ~~to the Requesting Licensee's Customer~~; or
 - (ii) used by the Requesting Licensee as an input ~~to~~for the provision of any telecommunications product or service to itself or its affiliates ~~for the Requesting Licensee's private internal use, and it is shown that where the Requesting Licensee has no intention of offering that telecommunications product or service (whether or not using the same Local Loop or Sub Loop) to non-affiliated third party Customers~~;

Please refer to IDA's annotations at Clause 1.1 above. Accordingly, IDA directs SingTel to amend this Clause 15.1(c) in the manner as specified above.

- (d) the licence in respect of Co-Location Space to which the Local Loop or Sub Loop is connected is terminated or expires;
 - (e) the Local Loop or Sub Loop has become unsafe for its purpose;
 - (f) SingTel's right to own, maintain or operate the Local Loop or Sub Loop is revoked or terminates or expires; or
 - (g) the use of the Local Loop or Sub Loop 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 causing damage, interfering with or causing deterioration in the operation of SingTel's Network.
- 15.2 SingTel may terminate the licence in respect of the Local Loop or Sub Loop after giving the Requesting Licensee ten (10) Business Days prior written notice if the Requesting Licensee abandons its Local Loop or Sub Loop and the Requesting Licensee did not dispute such written notice by SingTel.
- 15.3 Either Party (**Terminating Party**) may terminate a licence of a Local Loop or Sub Loop if the other Party is in breach of this Schedule and such breach remains unremedied for a period of:
- (a) seven (7) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a service-affecting breach; or
 - (b) fourteen (14) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a non-service-affecting breach (including but not limited to failure to pay any sum for which the Requesting Licensee has been Invoiced).
- 15.4 If during the term of a Local Loop or Sub Loop licence, SingTel has plans to decommission any Local Loop or Sub Loop licensed to the Requesting Licensee, SingTel may provide the Requesting Licensee with at least six (6) months prior notice of its intention to terminate such Local Loop or Sub Loop.
- 15.5 If at any time during the term of a Local Loop or Sub Loop licence that the licence of the Local Loop or Sub Loop is to be terminated because of the closure of a POA or Building MDF room or Outdoor Cabinet, SingTel must give the Requesting Licensee at least six (6) months prior notice before such event, and if SingTel is unable to give such notice for circumstances beyond SingTel's reasonable control, SingTel must notify the Requesting Licensee as soon as practicable upon being aware of any pending closure of the POA or Building

MDF room or Outdoor Cabinet. SingTel shall take reasonable measures to minimise the disruptions to the Requesting Licensee's operations that may result from the termination of access to the Local Loop or Sub Loop. The Requesting Licensee shall bear its own cost associated with the closure of the POA or Building MDF room or Outdoor Cabinet and the termination of the Local Loop or Sub Loop licence, 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 licensed Local Loops or Sub Loops. In the event that the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to the Co-Location Space which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Local Loop or Sub Loop that is the subject of termination, provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 15 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

15.6 Upon expiry or termination of the licence of Local Loop or Sub Loop, the Requesting Licensee must immediately:

- (a) discontinue the use of the Local Loop or Sub Loop; and
- (b) disconnect all equipment connected to the Local Loop or Sub Loop.

15.7 Upon termination of the licence of Local Loop or Sub Loop, the Requesting Licensee shall be liable to SingTel for the relevant termination Charge as specified in Schedule 9 other than in circumstances where the Requesting Licensee's discontinuation of the use of the Local Loop or Sub Loop is a direct result of SingTel's decommissioning of the Local Loop or Sub Loop under this Schedule 3A.

15.8 If the Requesting Licensee fails to disconnect its equipment from the Local Loop or Sub Loop under clause 15.6(b), 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. The Requesting Licensee shall have no claim whatsoever against SingTel in connection with the removal of the Requesting Licensee's equipment from the Local Loop or Sub Loop.

16. SUB-LICENSING

- 16.1 The Requesting Licensee must not assign the licence in respect of or sub-let the Local Loop or Sub Loop. For the avoidance of doubt, nothing in this clause places any restriction on the end users to whom the Requesting Licensee may resell services provided using the Local Loop or Sub Loop.

**ANNEX 3A.1: GUIDELINE FOR ACCESS TO DP, INTERNAL WIRING AND DISTRIBUTION
FRAME VERTICAL/MOUNTING**

1. GENERAL

- 1.1 This Guideline is applicable for access to all SingTel's DP, Internal Wiring and Distribution Frame Vertical/Mounting.
- 1.2 The Requesting Licensee shall provide to SingTel a master list of persons nominated by it to have physical access to DP, Internal Wiring and Distribution Frame Vertical/Mounting. The master list shall contain, without limitation, for each person, the following details:
- (a) Full name;
 - (b) Contractor/company name;
 - (c) IDA Licence number;
 - (d) NRIC/Passport no.;
 - (e) contact no.; and
 - (f) fax no.
- 1.3 The master list provided under clause 1.2 shall be maintained and updated by the Requesting Licensee with a new master list provided to SingTel whenever any amendments are made to the master list.
- 1.4 No person will be permitted physical access to SingTel DP, Internal Wiring or Distribution Frame Vertical/Mounting without being nominated on the master list under clause 1.2.

2. GENERAL CONDITIONS OF PHYSICAL ACCESS

- 2.1 Where both SingTel and the Requesting Licensee require physical access to the DP, Internal Wiring and Distribution Frame Vertical/Mounting, SingTel has priority.
- 2.2 SingTel may refuse any person physical access to, or require that person to be removed from the site where:

- (a) SingTel has previously notified the Requesting Licensee of problems with that person (e.g. the person has breached safety requirements or Best Practice); or
- (b) the person has been barred under clause 2.7.

2.3 The Requesting Licensee must not do or omit to do anything in connection with gaining physical access to SingTel's DP, Internal Wiring and Distribution Frame Vertical/Mounting which may:

- (a) threaten the safety of SingTel's employees, customers or third persons; or
- (b) interfere physically or electrically with the delivery of telecommunication services supplied or to be supplied by SingTel; or
- (c) jeopardise the integrity or confidentiality of communications within SingTel's Network; or
- (d) threaten the security of SingTel's DP, Internal Wiring and Distribution Frame Vertical/Mounting; or
- (e) cause damage to SingTel's DP, Internal Wiring and Distribution Frame Vertical/Mounting.

2.4 The Requesting Licensee must ensure the following:

- (a) the Best Practice for Working on DP under clause 3 and any written instructions (relating to particular circumstances not covered by the Best Practice) is followed;
- (b) abide by the SOP for the use of Internal Wiring;
- (c) the DP or Internal Wiring is left in a safe and tidy condition; and
- (d) adherence to the Annex 3A.2.

2.5 Where, for whatever reason, the Requesting Licensee decides that a person nominated by it under clause 1 should no longer be permitted physical access it must immediately notify SingTel and provide an updated master list.

2.6 SingTel may terminate physical access where:

- (a) the physical access causes or is likely to cause physical or technical harm to any telecommunications network, system or services including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network or Facilities or creates a security risk;
- (b) the area is unsafe; or
- (c) the Requesting Licensee is in breach of clause 2.3 or clause 2.4.

2.7 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where the Requesting Licensee or their agents:

- (a) gains entry to any DP, Internal Wiring and Distribution Frame Vertical/Mounting or part thereof; or
- (b) uses, or attempts to use physical access for any purpose other than the purpose for which notice was provided,

physical access may be immediately terminated and the person(s) will henceforth be barred from entering any Facilities of SingTel.

2.8 The Requesting Licensee must not grant a third person physical access to the DP, Internal Wiring and Distribution Frame Vertical/Mounting to which the Requesting Licensee has been granted physical access under this Schedule.

2.9 In addition to the indemnities provided under the RIO Agreement or Schedules, the Requesting Licensee shall indemnify SingTel against all loss or damage suffered or incurred in connection with or as a result of any unnotified access to SingTel's facilities, whether by the Requesting Licensee's employees or agents or third persons.

3. BEST PRACTICE FOR WORKING ON SINGTEL'S DP

3.1 General

- (a) The Requesting Licensee shall ensure that the person authorised to work on the DP uses proper tools when working on the DP.
- (b) Upon expiry or termination of the licence of Local Loop or Sub Loop, the Requesting Licensee shall disconnect Internal Wiring from the DP pair within three (3) Business Days.

- (c) The Requesting Licensee shall not tamper with nor disconnect any SingTel's Internal Wiring in the course of its work at the DP.

3.2 Procedures When Working At The DP

- (a) The Requesting Licensee shall comply with the Procedure of Security of DPs using this method.
- (b) The Requesting Licensee shall verify the allocated licensed Local Loop or Sub Loop assigned by the SingTel before proceeding to remove any Internal Wiring for the purpose of terminating its Internal Wiring.
- (c) When the Requesting Licensee installs a new cable for service provision, the cable sheath shall be removed up to the cable entry in the DP box. Do not strip, cut or join the Internal Wiring too close to the terminals. The Internal Wiring shall be led through the designated holes and not run across the face of the terminals of the DP box. The Internal Wiring shall not be too long in the DP box and shall be terminated with 20 to 30 mm slack to avoid straining. Spare Internal Wiring shall be coiled around the cable sheath.
- (d) The Requesting Licensee shall keep the DP box safe and tidy and close the DP box after accessing it. The Requesting Licensee shall report immediately if there are any defects found at the DP.

**ANNEX 3A.2: PROCEDURE ON SECURITY OF DPS USING THE SERIALISED SECURITY
LABEL METHOD**

1. GENERAL

- 1.1 This procedure highlights the method of providing security to DPS using the serialised security label and Subscriber Tie Cable.
- 1.2 This procedure is not applicable to DPS which are installed in security areas (such as in landed properties, private housing estates with security measures, risers duct and IDF which are locked, etc) and DPS already provided with locking devices.

2. MATERIALS REQUIRED

- 2.1 The following materials will be required:
 - 2.1.1 Security label with serial numbers and company logo clearly displayed.
 - 2.1.2 Warning labels:
 - (a) Big size — 85mm x 25mm for discases and metal DP boxes,
 - (b) Small size — 55mm x 18mm for block terminals
 - 2.1.3 Cable ties with tags for security labels.

3. IMPLEMENTATION – INITIAL INSTALLATION OF WARNING LABELS AND SECURITY LABELS

- 3.1 The Requesting Licensee will keep records of serialised security labels issued to each staff using the recording form as per Form 1 in Annex 3A.5.
- 3.2 Serialised security labels and warning labels are to be tagged to the DPS which are installed in public areas and not provided with locking devices.
- 3.3 Each DP will be installed with a warning label (two sizes – big one for discases and metal DP box, small one for block terminals) at the top right corner and a serialised security label using the cable tie with tag as shown in the attached photograph.

- 3.4 The Requesting Licensee's staff or contractor is to record the usage of security labels using the form as shown in Form 2 in Annex 3A.6. The form will be kept by the respective Requesting Licensee. The Requesting Licensee shall keep the usage record in their own database system for traceability.

4. USE OF SECURITY LABEL IN ROUTINE OPERATION

- 4.1 Re-access to DPs already installed with security labels and warning labels
- 4.1.1 Re-access to DPs already installed with security label (SingTel or the Requesting Licensee's security label) requires the cutting away of the existing cable tie with security label.
- 4.1.2 Upon completion of the required work at DPs, a new security label has to be installed using a new cable tie. The serial number of the new security label used has to be recorded in accordance with the process captured in clause 3.3 above.
- 4.2 Reporting of DPs with damaged security labels
- 4.2.1 The Requesting Licensee is to record DPs which are installed with warning label but missing security labels in the same form use for recording use of security labels in clause 3.3. The forms are to be kept for future verification.

**ANNEX 3A.3: SAMPLE REPORT ON LIST OF DPS WHICH ARE PROVIDED WITH
SECURITY LABELS**

| DETAIL LISTING OF DPS WHICH ARE PROVIDED WITH SECURITY LABELS | | |
|---|-------------------|-------------------|
| EXCHANGE: _____ | | |
| CABINET NO.: _____ CABINET ADDRESS: _____ | | |
| (Note: 2 options - if Cabinet no. is not entered, will print DPS in all Cabinets. If Cabinet no. is enter, will print DPS in that Cabinet only) | | |
| DP NO. | DP ADDRESS | TYPE OF DP |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ANNEX 3A.4: SAMPLE REPORT ON SUMMARY OF DPS PROVIDED WITH SECURITY LABELS

| SUMMARY OF DP _s WHICH ARE PROVIDED WITH SECURITY LABELS | | | | | |
|--|--|---|---------|--------|--|
| EXCHANGE | TOTAL NO. OF DP _s IN EXCHANGE | NO. OF DP WHICH ARE PROVIDED WITH SECURITY LABELS | | | TOTAL NO. OF DP PROVIDE WITH SECURITY LABELS |
| | | BT | DISCASE | OTHERS | |
| AM | | | | | |
| BD | | | | | |
| CG | | | | | |
| ES | | | | | |
| GL | | | | | |
| HG | | | | | |
| KT | | | | | |
| NT | | | | | |
| PL | | | | | |
| PR | | | | | |
| TP | | | | | |
| YC | | | | | |
| Sub.Total | | | | | |
| AR | | | | | |
| BP | | | | | |
| CS | | | | | |
| CT | | | | | |
| CY | | | | | |
| JE | | | | | |
| JR | | | | | |
| JW | | | | | |
| OC | | | | | |
| QT | | | | | |
| TB | | | | | |
| TS | | | | | |
| WL | | | | | |
| Sub. Total | | | | | |
| Grand Total | | | | | |

ANNEX 3A.5: FORM 1 - RECORD OF SECURITY LABELS ISSUED TO FIELD STAFF

| S/N | SERIAL NO | | DATE ISSUED | RECEIVED BY | SIGNATURE |
|-----|-----------|--------|-------------|-------------|-----------|
| | STARTING | ENDING | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |

ANNEX 3A.6: FORM 2 – RECORD OF USAGE OF SECURITY LABEL BY FIELD STAFF

| Serial No. | DP NO. | Date Used | DP Already Installed With | | Remarks |
|-----------------------|--------|-----------|---------------------------|-------------------|---------|
| | | | Security Label? | Warning Label? | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| | | | Y/N | Y/N | |
| Name of staff: | | | | Signature: | |

ANNEX 3A.7: PHOTOGRAPHS



ANNEX 3A.8: ORDER FOR LOCAL LOOP

| ORDER FOR LOCAL LOOP | |
|--|--|
| The Requesting Licensee | |
| <p>Date of Application : _____ Application Reference Number : _____</p> <p>Address of POA : _____</p> <p>POA Tie Termination Assigned : _____ [Vertical/Pair No] (submit in spread sheet if exceeding 1 pair per address)</p> <p>Customer Name : _____</p> <p>Customer Address : _____ _____ Singapore : _____</p> | |
| On Behalf of the Requesting Licensee | |
| <p>Sign : _____ Name of Requesting Licensee: _____</p> <p>Name : _____</p> <p>Designation : _____</p> <p>Department : _____</p> <p>Contact Number : _____ Company Stamp : _____</p> <p>Fax Number : _____</p> | |
| SingTel's Reply to the Requesting Licensee | |
| <p><input type="checkbox"/> Application returned - incomplete/illegible</p> <p><input type="checkbox"/> Not Approved Reason for Rejection : _____</p> | |
| <p><input type="checkbox"/> Approved</p> <p>Circuit Identification Number : _____</p> <p>POA Vertical and Pair Number : _____</p> <p>Distribution Point Number and Pair allocated: _____</p> <p>SingTel Approval Code : _____</p> <p>(*provide in spread sheet if exceeding 1 pair per address)</p> | |
| On Behalf of SingTel | |
| <p>Sign : _____ Contact Number : _____</p> <p>Name : _____ Fax Number : _____</p> <p>Date : _____</p> | |
| Processing Status | |
| <p>Received Date : _____ Queue Status : _____ Processed Date : _____</p> | |

ANNEX 3A.9: ORDER FOR SUB LOOP (FEEDER)

| ORDER FOR SUB LOOP (FEEDER) | |
|--|--|
| The Requesting Licensee | |
| Date of Application: _____ Application Reference Number : _____ | |
| Address of POA : _____ | |
| POA Tie Termination Assigned : _____ | |
| [Vertical/Pair No] | |
| Building MDF room / Outdoor Cabinet Number and Address: _____ | |
| Building MDF / Outdoor Cabinet Tie Termination Assigned : _____ | |
| [Vertical/Pair No] | |
| (*submit in spread sheet if exceeding 1 pair per address) | |
| On Behalf of the Requesting Licensee | |
| Sign : _____ Name of Requesting Licensee: _____ | |
| Name : _____ | |
| Designation : _____ | |
| Department : _____ | |
| Contact Number : _____ Company Stamp : _____ | |
| Fax Number : _____ | |
| SingTel's Reply to the Requesting Licensee | |
| <input type="checkbox"/> Application returned - incomplete/illegible <input type="checkbox"/> Not Approved Reason for Rejection: _____ | |
| <input type="checkbox"/> Approved Circuit Identification Number : _____ POA Vertical and Pair Number : _____ Building MDF Vertical and Pair Number : _____ SingTel Approval Code : _____ (*provide in spread sheet if exceeding 1 pair per address) | |
| On Behalf of SingTel | |
| Sign : _____ Contact Number : _____ | |
| Name : _____ Fax Number : _____ | |
| Date : _____ | |
| Processing Status | |
| Received Date: _____ Queue Status: _____ Processed Date: _____ | |

ANNEX 3A.10: ORDER FOR SUB LOOP (DISTRIBUTION)

| ORDER FOR SUB LOOP (DISTRIBUTION) | |
|--|--|
| The Requesting Licensee | |
| <p>Date of Application : _____ Application Reference Number : _____</p> <p>Building MDF room / Outdoor Cabinet Number and Address: _____</p> <p>Building MDF / Outdoor Cabinet Tie Termination Assigned : _____ [Vertical/Pair No]</p> <p>Customer Name : _____</p> <p>Customer Address : _____</p> <p style="text-align: right;">Singapore : _____</p> <p>(*submit in spread sheet if exceeding 1 pair per address)</p> | |
| On Behalf of the Requesting Licensee | |
| <p>Sign : _____ Name of Requesting Licensee: _____</p> <p>Name : _____</p> <p>Designation : _____</p> <p>Department : _____</p> <p>Contact Number : _____ Company Stamp : _____</p> <p>Fax Number : _____</p> | |
| SingTel's Reply to the Requesting Licensee | |
| <p><input type="checkbox"/> Application returned - incomplete/illegible</p> <p><input type="checkbox"/> Not Approved Reason for Rejection : _____</p> | |
| <p><input type="checkbox"/> Approved</p> <p style="margin-left: 150px;">Circuit Identification Number : _____</p> <p style="margin-left: 150px;">Building MDF Vertical and Pair Number : _____</p> <p style="margin-left: 150px;">Distribution Point Number and Pair allocated: _____</p> <p style="margin-left: 150px;">SingTel Approval Code : _____</p> <p style="margin-left: 150px;">(*provide in spread sheet if exceeding 1 pair per address)</p> | |
| On Behalf of SingTel | |
| <p>Sign : _____ Contact Number : _____</p> <p>Name : _____ Fax Number : _____</p> <p>Date : _____</p> | |
| <p>Received Date : _____ Queue Status : _____ Processed Date : _____</p> | |

ANNEX 3A.11: REQUEST FOR NETWORK INFORMATION (LOOP FEEDER AT LOCAL EXCHANGE)

| REQUEST FOR NETWORK INFORMATION (LOOP FEEDER AT LOCAL EXCHANGE) | |
|--|--|
| The Requesting Licensee | |
| <p>Date of Application : _____ Application Reference Number : _____</p> <p>Percentage of Loop Feeders at a Local Exchange.</p> <p>Name of Local Exchange : _____</p> | |
| On Behalf of the Requesting Licensee | |
| <p>Sign : _____ Name of Requesting Licensee: _____</p> <p>Name : _____ [Company Name]</p> <p>Designation : _____</p> <p>Department : _____</p> <p>Contact Number : _____ Company Stamp : _____</p> <p>Fax Number : _____</p> <p>We agree that:</p> <p>(a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and</p> <p>(b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement.</p> | |
| SingTel's Reply to the Requesting Licensee | |
| <p><input type="checkbox"/> Application returned - incomplete/illegible</p> <p><input type="checkbox"/> Not Approved Reason for Rejection : _____</p> | |
| <p><input type="checkbox"/> Approved</p> <p>Overall Percentage of available Copper Loop Feeders : _____</p> | |
| On Behalf of SingTel | |
| <p>Sign : _____ Contact Number : _____</p> <p>Name : _____ Fax Number : _____</p> <p>Date : _____</p> | |

ANNEX 3A.12: REQUEST FOR NETWORK INFORMATION (BUILDING MDF LOOP FEEDER)

| REQUEST FOR NETWORK INFORMATION (BUILDING MDF LOOP FEEDER) | |
|---|--|
| The Requesting Licensee | |
| Date of Application : _____ Application Reference Number : _____ | |
| Percentage of Available Copper Loop Feeders at a Building MDF. | |
| List the Building MDF (MDF Address and MDF Number) : | |
| (1) | _____ |
| (2) | _____ |
| (3) | _____ |
| (4) | _____ |
| On Behalf of the Requesting Licensee | |
| Sign | : _____ Name of Requesting Licensee: _____ |
| Name | : _____ [Company Name] |
| Designation | : _____ |
| Department | : _____ |
| Contact Number | : _____ Company Stamp : _____ |
| Fax Number | : _____ |
| We agree that: | |
| (a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and | |
| (b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement. | |
| SingTel's Reply to the Requesting Licensee | |
| <input type="checkbox"/> Application returned - incomplete/illegible | |
| <input type="checkbox"/> Not Approved | Reason for Rejection : _____ |
| <input type="checkbox"/> Approved | |
| Percentage of available Loop Feeders for item (1) : _____ | |
| Percentage of available Loop Feeders for item (2) : _____ | |
| Percentage of available Loop Feeders for item (3) : _____ | |
| Percentage of available Loop Feeders for item (4) : _____ | |
| On Behalf of SingTel | |
| Sign | : _____ Contact Number : _____ |
| Name | : _____ Fax Number : _____ |
| Date | : _____ |

ANNEX 3A.13: REQUEST FOR NETWORK INFORMATION (BUILDING MDF LOOP DISTRIBUTION)

REQUEST FOR NETWORK INFORMATION (BUILDING MDF LOOP DISTRIBUTION)

The Requesting Licensee

Date of Application : _____ Application Reference Number : _____

Percentage of Available Copper Loop Distribution at a Building MDF.

List the Building MDF (MDF Address and MDF Number) :

- (1) _____
- (2) _____
- (3) _____
- (4) _____

On Behalf of the Requesting Licensee

Sign : _____ Name of Requesting Licensee: _____

Name : _____ [Company Name]

Designation : _____

Department : _____

Contact Number : _____ Company Stamp : _____

Fax Number : _____

We agree that:

- (a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and
- (b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement.

SingTel's Reply to the Requesting Licensee

☐ Application returned - incomplete/illegible

☐ Not Approved Reason for Rejection : _____

☐ Approved

Percentage of available Loop Distribution for item (1) : _____

Percentage of available Loop Distribution for item (2) : _____

Percentage of available Loop Distribution for item (3) : _____

Percentage of available Loop Distribution for item (4) : _____

| | |
|-----------------------------|------------------------|
| On Behalf of SingTel | |
| Sign : _____ | Contact Number : _____ |
| Name : _____ | Fax Number : _____ |
| Date : _____ | |

ANNEX 3A.14: REQUEST FOR NETWORK INFORMATION (OUTDOOR CABINET LOOP FEEDER)

REQUEST FOR NETWORK INFORMATION (OUTDOOR CABINET LOOP FEEDER)

The Requesting Licensee

Date of Application: _____ Application Reference Number: _____

Percentage of Available Copper Loop Feeders at a Outdoor Cabinet.

List the Outdoor Cabinet Address and Cabinet Number :

- (1) _____
(2) _____
(3) _____
(4) _____

On Behalf of the Requesting Licensee

Sign : _____ Name of Requesting Licensee: _____
Name : _____ [Company Name]
Designation : _____
Department : _____
Contact Number: _____ Company Stamp : _____
Fax Number : _____

We agree that:

- (a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and
(b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement.

SingTel's Reply to the Requesting Licensee

☐ Application returned - incomplete/illegible

☐ Not Approved Reason for Rejection : _____

☐ Approved

Percentage of available Loop Feeders for item (1) : _____

Percentage of available Loop Feeders for item (2) : _____

Percentage of available Loop Feeders for item (3) : _____

Percentage of available Loop Feeders for item (4) : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____
Name : _____ Fax Number : _____
Date : _____

ANNEX 3A.15: REQUEST FOR NETWORK INFORMATION (OUTDOOR CABINET LOOP DISTRIBUTION)

REQUEST FOR NETWORK INFORMATION (OUTDOOR CABINET LOOP DISTRIBUTION)

The Requesting Licensee

Date of Application: _____ Application Reference Number: _____

Percentage of Available Copper Loop Distribution at an Outdoor Cabinet.

List the Outdoor Cabinet Address and Cabinet Number :

(1) _____

(2) _____

(3) _____

(4) _____

On Behalf of the Requesting Licensee

Sign : _____ Name of Requesting Licensee: _____

Name : _____ [Company Name]

Designation : _____

Department : _____

Contact Number: _____ Company Stamp : _____

Fax Number : _____

We agree that:

- (a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and
- (b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement.

SingTel's Reply to the Requesting Licensee

☐ Application returned - incomplete/illegible

☐ Not Approved Reason for Rejection: _____

☐ Approved

Percentage of available Loop Distribution for item (1) : _____

Percentage of available Loop Distribution for item (2) : _____

Percentage of available Loop Distribution for item (3) : _____

Percentage of available Loop Distribution for item (4) : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____

Name : _____ Fax Number : _____

Date : _____

ANNEX 3A.16: REQUEST FOR NETWORK INFORMATION (DP LOOP DISTRIBUTION)**REQUEST FOR NETWORK INFORMATION (DP LOOP DISTRIBUTION)****The Requesting Licensee**

Date of Application: _____ Application Reference Number: _____

Percentage of Copper Loop Distribution available at Distribution Points.

List the Distribution Points Number (Building Name /Address and Distribution Point Number) :

(1) _____

(2) _____

(3) _____

(4) _____

On Behalf of the Requesting Licensee

Sign : _____ Name of Requesting Licensee: _____

Name : _____ [Company Name]

Designation : _____

Department : _____

Contact Number : _____ Company Stamp : _____

Fax Number : _____

We agree that:

- (a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and
- (b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement.

SingTel's Reply to the Requesting Licensee☐ Application returned - incomplete/illegible☐ Not Approved Reason for Rejection : _____☐ Approved

Percentage of available Loop Distribution for item (1) : _____

Percentage of available Loop Distribution for item (2) : _____

Percentage of available Loop Distribution for item (3) : _____

Percentage of available Loop Distribution for item (4) : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____

Name : _____ Fax Number : _____

Date : _____

ANNEX 3A.17: REQUEST FOR NETWORK INFORMATION (ADDRESS OF BUILDING MDF)

| REQUEST FOR NETWORK INFORMATION (ADDRESS OF BUILDING MDF) | |
|---|--|
| The Requesting Licensee | |
| Date of Application: _____ Application Reference Number: _____ | |
| Name of Local Exchange : _____ | |
| End User Address: _____ | |
| DP Number: _____ | |
| Sign : _____ Name of Requesting Licensee: _____ | |
| Name : _____ [Company Name] | |
| Designation : _____ | |
| Department : _____ | |
| Contact Number : _____ Company Stamp : _____ | |
| Fax Number : _____ | |
| We agree that: | |
| (a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and | |
| (b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement. | |
| SingTel's Reply to the Requesting Licensee | |
| <input type="checkbox"/> Application returned - incomplete/illegible | |
| <input type="checkbox"/> Not Approved Reason for Rejection : _____ | |
| <input type="checkbox"/> Approved Address of Building MDF : _____ | |
| _____ | |
| _____ | |
| On Behalf of SingTel | |
| Sign : _____ Contact Number : _____ | |
| Name : _____ Fax Number : _____ | |
| Date : _____ | |

ANNEX 3A.18: REQUEST FOR NETWORK INFORMATION (ADDRESS OF OUTDOOR CABINET)

| REQUEST FOR NETWORK INFORMATION (ADDRESS OF OUTDOOR CABINET) | |
|--|--|
| The Requesting Licensee | <p>Date of Application: _____ Application Reference Number: _____</p> <p>Name of Local Exchange : _____</p> <p>End User Address: _____</p> <p>DP Number: _____</p> |
| On Behalf of the Requesting Licensee | <p>Sign : _____ Name of Requesting Licensee: _____</p> <p>Name : _____ [Company Name]</p> <p>Designation : _____</p> <p>Department : _____</p> <p>Contact Number : _____ Company Stamp : _____</p> <p>Fax Number : _____</p> <p>We agree that:</p> <p>(a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and</p> <p>(b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement.</p> |
| SingTel's Reply to the Requesting Licensee | <p><input type="checkbox"/> Application returned - incomplete/illegible</p> <p><input type="checkbox"/> Not Approved Reason for Rejection : _____</p> <p><input type="checkbox"/> Approved Address of Outdoor Cabinet : _____</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">_____</p> |
| On Behalf of SingTel | <p>Sign : _____ Contact Number : _____</p> <p>Name : _____ Fax Number : _____</p> <p>Date : _____</p> |

ANNEX 3A.19: SPECTRAL COMPATIBILITY OF xDSL SYSTEMS PLAN

1. Scope

- 1.1 This Annex (the “**Spectral Compatibility of xDSL Systems Plan**”) forms part of this Schedule of SingTel’s Reference Interconnection Offer (**RIO**), which specifies the terms and conditions with which Requesting Licensee must comply when providing services using xDSL technology over SingTel’s UNE.
- 1.2 This Annex covers the technical requirements and the relevant test requirements for Requesting Licensee Equipment and Customer Premise Equipment (**CPE**) for the purpose as stated in clause 1.1 above.
- 1.3 The Annex is intended to minimize the risk of possible Cross-talk interference with existing loop transmission systems and services located in other cable pairs within the same cable sheath. Such undesirable Cross-talk interference could cause unacceptable degradation of performance of the existing loop transmission system and/or services in the SingTel Network.
- 1.4 This Annex does not guarantee system performance for any Requesting Licensee’s deployed system.
- 1.5 SingTel will periodically (or where required by the Authority) review this Annex to ensure its validity, and to amend the plan to provide for such other xDSL technologies.

2. Requesting Licensee’s Network Reference Configurations

- 2.1 There are two possible configurations.
- 2.2 Figure 1 depicts Configuration 1 in which the Requesting Licensee uses SingTel’s Local Loop between the Exchange MDF and the customer.
- 2.3 Figure 2 depicts Configuration 2 in which the Requesting Licensee uses SingTel’s Sub Loop between the Building MDF room and the customer.

Network Configuration 1

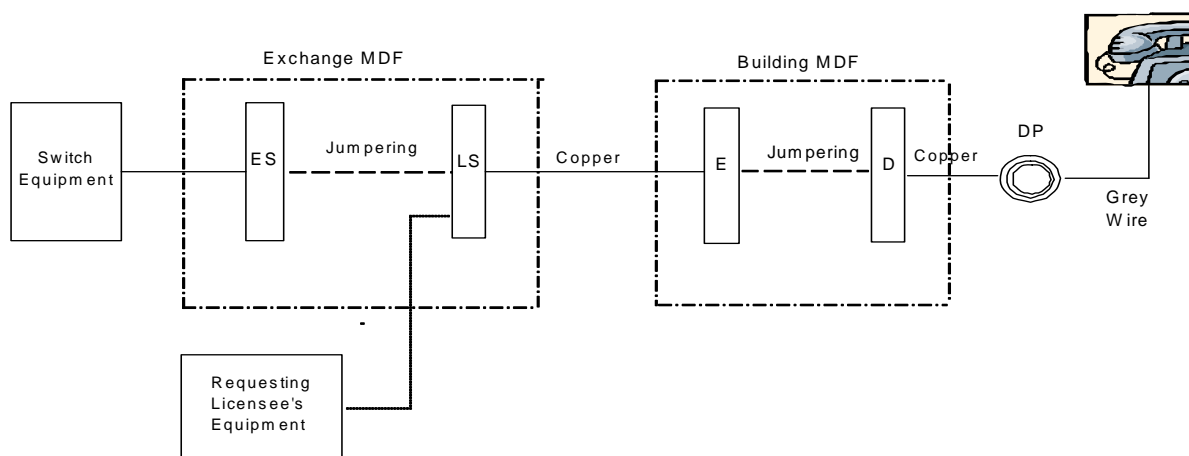
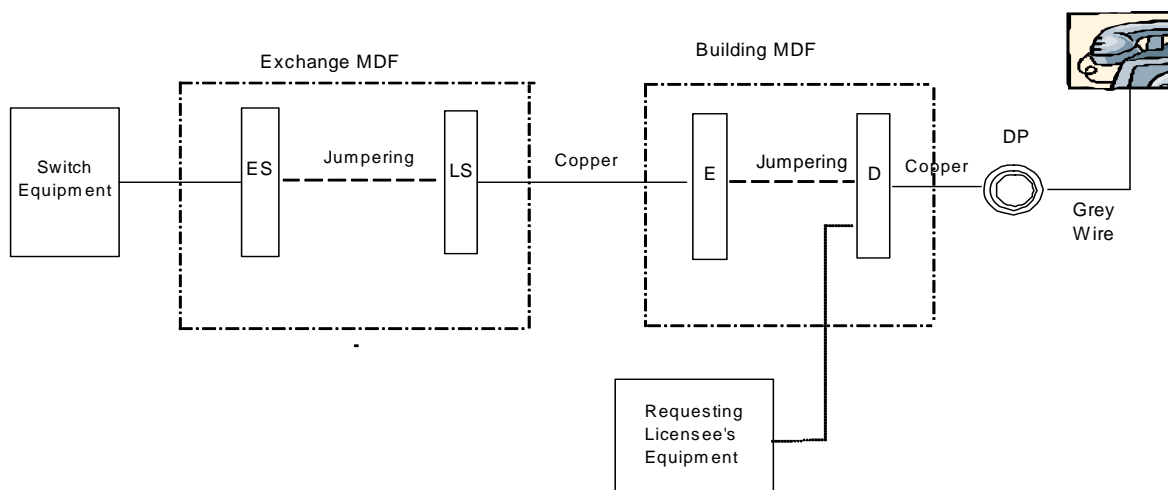


Figure 1

Network Configuration 2



Note: POTS could also be provided through fibre-based DLC system which is located in Building MDF

Figure 2

3. Cross-talk information (extract from ANSI T1E1.4/2000, Spectrum Management Draft Standard)

- 3.1 The electromagnetic energy that couples into a metallic cable pair from services and transmission system technologies in use on other pairs in the same cable unit is unwanted energy, and is called "Cross-talk noise" ("**Cross-talk**").
- 3.2 Cross-talk is sensitive to frequency, signal strength, and exposure. High frequency energy couples into other pairs more easily than low frequency energy because as

the signal frequency increases, the Cross-talk coupling loss between the pairs of a cable decreases. Hence, for two signals of equal strength, the higher the frequency, the greater the Cross-talk noise which is produced.

- 3.3 A strong signal will therefore transfer more power into other pairs than a weaker signal will. The amount of Cross-talk noise is directly proportional to the power of the disturbing signal. The stronger the signal, the greater the Cross-talk noise.
- 3.4 Exposure is a measure of the proximity of metallic pairs at various points along a cable and the length over which pairs are in close proximity. The greater the exposure, the greater the total Cross-talk noise.

4. Performance Requirement of Requesting Licensee's Equipment

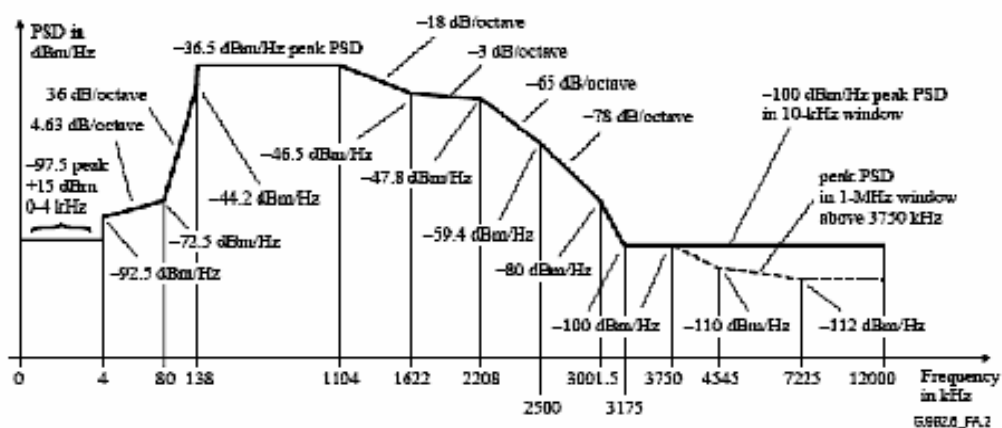
- 4.1 As strong signals create more Cross-talk noise than weaker signals, the most effective and widely used method of controlling Cross-talk interference is through the use of Signal Power Limitation. Signal Power Limitations specify the amplitude, frequency distribution, and total power of electrical signals at the point where the signal enters the subscriber loop cable.
- 4.2 To minimize and control the Cross-talk interference introduced by Requesting Licensee's Equipment into the existing loop transmission systems and services, the performance requirements in this clause specify power limits in terms of:
 - Transmitted Power Spectral Density (PSD); and
 - Total Aggregate Transmit Power.
- 4.3 The Signal Power Limitations apply to signals transmitted by DSL transceiver units located in local exchanges or Building MDF room (ATU-C) or a remote terminal location (ATU-R) that is usually at the customer premises. This Annex specifies both PSD and total average power for both upstream (the signal travelling away from the customer) and downstream (the signal travelling toward the customer) signals.
- 4.4 The characterization of a transmitted signal by power level and frequency content is called the power spectral density (PSD) of the signal. The primary signal power requirements in this plan are specified through the use of PSD masks and templates. The PSD mask shows the maximum power boundary or limit, in dBm per Hz, for the transmitted signal.

4.5 The Requesting Licensee's equipment must not transmit a signal above the PSD Mask or which exceeds the total aggregate power for both upstream and downstream signals.

4.6 The PSD masks and templates are drawn from the ANSI T1 E1.417 Spectrum Management and ITU-T G992.5 which is intended for xDSL transmission systems that use ATU-C equipment and operate in the frequency spectrum from approximately 138 kHz to approximately 2208 kHz and ATU-R equipment that operates in the frequency spectrum from approximately 25.875 kHz to approximately 138 kHz.

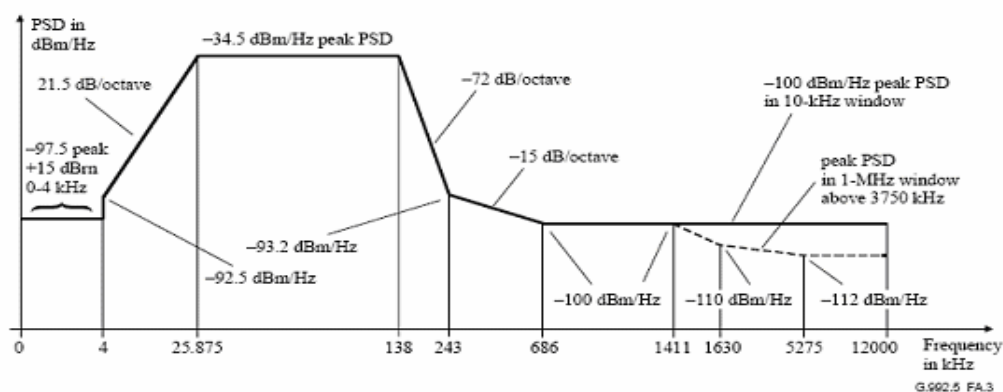
4.7 PSD template (Downstream)

PSD template definition for downstream transmission



4.8 PSD template (Upstream)

PSD template definition for upstream transmission



4.9 Total aggregate transmit power (Downstream)

Total aggregate transmit power between 138 kHz and 2208 kHz that is transmitted by the ATU-C shall not exceed 20.4 dBm.

4.10 The total aggregate transmit power (Upstream)

The total aggregate transmit upstream power below 138 kHz that is transmitted by the ATU-R shall not exceed 12.5 dBm.

4.11 There is a higher potential for Cross-talk in Configuration 2 since the Requesting Licensee's equipment is deployed nearer to the customer than under Configuration 1. To reduce such risk, the Requesting Licensee equipment must have Power Cutback feature as specified in ITU standard G992.1, G922.2, G992.3, G992.4 and G992.5.

4.12 Reverse Mode Operation

4.12.1 Reverse Mode Operation occurs when the ATU-C equipment as defined in the relevant Recommendation ITU G992.1, G992.2, G992.4 and G992.5 is used to transmit in the reverse direction, that is away from the customer.

4.12.2 Such Reverse Mode Operation will cause unacceptable Cross-talk interference and performance degradation and is not allowed under this Annex.

5. Test and Measurement Methods

5.1 Measurement setup for PSD and total average power measurement is shown in Figure 3 below.

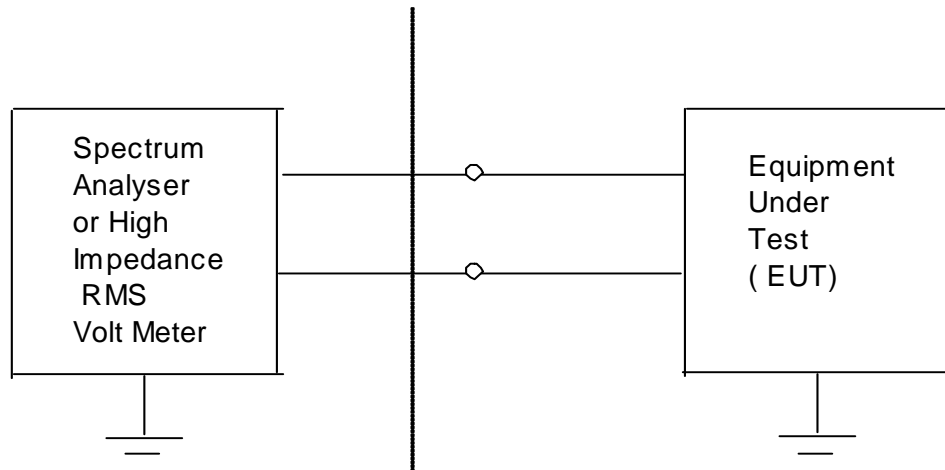


Figure 3 PSD and Total Average Power measurement set up.

5.2 Total average power measurement

- 5.2.1 The total average power shall be measured and averaged over a time span of at least 10 seconds.

5.3 Power spectral density (PSD) measurement

- 5.3.1 The PSD is measured by averaging the observed output power of the EUT on each of a number of contiguous, regularly spaced, small frequency bands, with each frequency band having a defined resolution bandwidth as shown in the Table below:

Resolution bandwidth for measuring an EUT PSD

| Frequency Band | Resolution Bandwidth |
|---|----------------------|
| $f \leq 10 \text{ kHz}$ | 100 Hz |
| $10 \text{ kHz} < f \leq 25.875 \text{ kHz}$ | 1 kHz |
| $25.875 \text{ kHz} < f \leq 3.1 \text{ MHz}$ | 10 kHz |
| $3.1 \text{ MHz} < f \leq 30 \text{ MHz}$ | 100 kHz |

- 5.3.2 Each frequency point of a PSD (corresponding to a measurement in a single resolution bandwidth) shall be measured by averaging the power in the resolution bandwidth of that frequency point for a time period of at least 2.0 seconds. This requirement is equivalent to setting the sweep time for a single sweep of a spectrum analyzer for a duration equal to at least 2.0 seconds per frequency point.
- 5.3.3 The EUT shall be tested while it transmits maximum power and maximum PSD levels at all frequencies over which it can transmit data when deployed. The EUT shall not have any power cutback enabled during testing
- 5.3.4 The EUT input shall consist of a pseudo-random uniformly distributed data sequence, and the EUT output shall be a fully modulated transmitted signal with all overhead, framing, coding, scrambling, modulation, filtering and all other operations performed on the data stream that the modem would normally perform while transmitting data.

6 Definitions

The following definitions apply to this Annex:

“Cross-talk” means the unwanted electromagnetic energy that couples into a metallic cable pair from services and transmission system technologies in use on other pairs in the same cable unit.

“Downstream” means signals sent using xDSL technology from the network towards the customer.

“DSL” means Digital Subscriber Line technology.

“Signal Power Limitation” means the specific amplitude, frequency distribution, and total power of electrical signals at the point where the signal enters the subscriber loop cable as specified in this Annex.

“Upstream” means signals sent from the customer towards the network.

ANNEX 3A.20: SERVICE LEVEL GUARANTEES

1. REBATES FOR LOCAL LOOP OR SUB LOOP REQUEST TIMEFRAMES

| Missed notification timeframe as to whether Request for Local Loop or Sub Loop is accepted or rejected (clause 5.3) by: | Rebate |
|--|---|
| 1-30 Calendar Days | Number of days of delay x weekly recurring Charge |
| More than 30 Calendar Days | 30 x weekly recurring Charge |

| Missed notification timeframe as to response to Local Loop or Sub Loop Request following detailed processing (clause 5.7) by: | Rebate |
|--|---|
| 1-30 Calendar Days | Number of days of delay x weekly recurring Charge |
| More than 30 Calendar Days | 30 x weekly recurring Charge |

2. PROVISIONING TIMEFRAMES

(a) QOS STANDARDS

| Indicators | QOS Standards (monthly basis per Requesting Licensee) |
|--|--|
| % of Local Loop / Sub Loop provisioned: | |
| (i) within 4 Business Days from the Request Date (clause 6.1) | Business 95% Residential 95% |
| (ii) within 4 Business Days after time specified in part (i) above | Business 100% Residential 100% |

**(b) REBATES FOR LATE PROVISIONING BEYOND THE PROVISIONING TIMEFRAMES
QOS STANDARDS**

| Falling below QOS Standards in section 2(a) by: | Rebate¹ |
|---|---|
| 95% (i.e. In any month, SingTel does not provision at least 95% of requests in that month, within 4 Business Days) | Number of calendar days of delay ² beyond 4 Business Days (in any case, not exceeding the 8 th Business Day) from Request Date for services that fall below QOS Standards x weekly recurring Charge |
| 100% (i.e. In any month, SingTel does not provision 100% of requests in that month, within 8 Business Days) | Number of calendar days of delay ² beyond 8 Business Days from Request Date for services that fall below QOS Standards x weekly recurring Charge |

¹ In any case, the total amount of rebate claimable for any one service that falls below the QOS Standards is capped at a maximum quantum of (30 Calendar Days x weekly recurring Charge).

² For purposes of determining the number of days of delay, the services that SingTel took the most number of days to deliver will form the basis of computation.

3. FAULT RECTIFICATION TIMEFRAMES

(a) FAULT REPAIR QOS STANDARDS

| Indicators | QOS Standards (monthly basis per Requesting Licensee) |
|--|--|
| % of faults fixed (from time of fault reported to fault fixed) within: | |
| (i) 24 hours | Business 90% Residential 90% |
| (ii) 48 hours | Business 98% Residential 98% |
| (iii) 72 hours | Business 99.9% Residential 99.9% |

(b) REBATES FOR UNAVAILABILITY BEYOND THE FAULT REPAIR QOS STANDARDS

| Falling below QOS Standards in section 3(a) | Rebate³ |
|---|--|
| 90% (i.e. In any month, SingTel does not complete at least 90% of the fault rectification requests in that month, within 24 hours) | Weekly recurring Charge x number of faults that fall below QOS Standards |
| 98% (i.e. In any month, SingTel does not complete at least 98% of the fault rectification requests in that month, within 48 hours) | Weekly recurring Charge x number of faults that fall below QOS Standards |
| 99.9% (i.e. In any month, SingTel does not complete at least 99.9% of the fault rectification requests in that month, within 72 hours) | Number of days of delay for faults that fall below QOS Standards x weekly recurring Charge |

³ In any case, the total amount of rebate claimable for any one fault that falls below the QOS Standards is capped at a maximum quantum of (30 Calendar Days x weekly recurring Charge).

4. CLAIM PROCEDURES

- (a) A claim by the Requesting Licensee shall be made in writing within fourteen (14) Calendar Days of the completion of the relevant Calendar Month on which the QOS Standards are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim.
- (b) If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by SingTel and will be reflected in SingTel's bill to the Requesting Licensee in accordance with SingTel's billing cycle.
- (c) The guarantee and rebates provided by SingTel under this Annex are:

- (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
 - (ii) subject to this Schedule.
- (d) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for a claim under this Annex, SingTel shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 11 of the RIO, or in the case of a Billing Dispute, in accordance with Schedule 10 of the RIO.