

SCHEDULE 3C
SALE OF INTERNAL WIRING

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SCHEDULE 3C

SALE OF INTERNAL WIRING

1. SCOPE

CLAUSE 1.1 – DIRECTED AMENDMENTS

1.1 This Schedule 3C sets out the terms and conditions under which the Requesting Licensee may purchase SingTel's Internal Wiring for the sole purpose of providing telecommunication services. Notwithstanding anything in this Schedule, the Requesting Licensee may:

- (a) use the Internal Wiring as an input for the provision of any telecommunication product or service for its private internal use, and/or
- (b) acquire the Internal Wiring as inputs to the provision of any telecommunication product or service to its affiliates,

where the Requesting Licensee offers or intends to offer that kind of telecommunication product or service (whether or not using the same Internal Wiring) to non-affiliated third party Customers/End Users. For this purpose, any reference in this Schedule to the term "~~Customer~~/End User" shall, where appropriate, also refer to the Requesting Licensee or its affiliates.

For the avoidance of doubt, SingTel is not required to sell its Internal Wiring to the Requesting Licensee for the provision of any telecommunication product or service to itself [the Requesting Licensee] if the Requesting Licensee does not intend to offer that kind of telecommunications product or service to non-affiliated third party customers.

IDA Directed Amendments: Pursuant to the Minister's 25 January 2007 Decision, a Requesting Licensee may use a Local Loop or Sub Loop as an input for the provision of any telecommunication product or service for its private internal use, and/or acquire the Local Loop or Sub Loop as input for the provision of any telecommunication product or service to its affiliates, if the Requesting Licensee offers or intends to offer that kind of telecommunication product or service to non-affiliated third party Customers or End Users. SingTel's Proposed RIO Modifications to this Schedule 3C do not give full effect to the Minister's 25 January 2007 Decision. Accordingly, IDA directs SingTel to revise this Clause 1.1 in the manner as specified above.

1.2 The Requesting Licensee may purchase Internal Wiring owned by SingTel subject to:

- (a) the sale of the Internal Wiring being in connection with the supply by the Requesting Licensee of telecommunication services; and
- (b) the terms and conditions of this Schedule.

1.3 This Schedule only applies to Requesting Licensees who are FBOs.

2. ORDERING

2.1 SingTel will provide access to and sale of Internal Wiring to the Requesting Licensee in individual pairs. The Requesting Licensee may, however, apply to purchase multiple pairs per application.

2.2 Prior to lodging a Request for Internal Wiring under clause 2.4, the Requesting Licensee may use Internal Wiring for up to three (3) Business Days in accordance with Annex 3A.1 of Schedule 3A and Annex 3C.1 of this Schedule provided that:

- (a) the Requesting Licensee has contracted with a Customer at whose premises the Internal Wiring is connected for telecommunication services; and
- (b) the Requesting Licensee ensures that SingTel or any other Licensee is not using the Internal Wiring for any purpose whatsoever.

2.3 The Requesting Licensee shall indemnify SingTel against all loss, liability, costs, expenses and claims that arise from the Requesting Licensee's use of SingTel's Internal Wiring under clause 2.2.

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

- (a) the address of the Customer's premises;
- (b) the number of pairs; and
- (c) the Requesting Licensee's contact details.

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

3. ASSESSMENT OF REQUESTS

- 3.1 SingTel shall process all Requests for Internal Wiring on a “first come, first served” basis up to the maximum amount specified in clause 3.3.

- 3.2 For the purposes of this Schedule 3C, the date on which SingTel receives the Request for Internal Wiring (**Request Date**) shall be determined as follows:

- (a) if the Request for Internal Wiring is received before 12:00 noon on a Business Day, the Request Date is the Business Day the Request for Internal Wiring is received; or
- (b) if the Request for Internal Wiring 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 Internal Wiring is received.

- 3.3 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 3.2, 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.

- 3.4 If SingTel approves a Request for Internal Wiring, SingTel shall provide the Requesting Licensee notice of its approval within three (3) Business Days of the Request Date.

- 3.5 SingTel may reject the Request for Internal Wiring and request the Requesting Licensee to discontinue the use of SingTel’s Internal Wiring within three (3) Business Days of the Request Date if:

- (a) the Requesting Licensee is not a FBO;
- (b) the Request for Internal Wiring is not in the prescribed form;
- (c) the Request for Internal Wiring does not contain all the required information;

- (d) the Requesting Licensee did not comply with the standard operating procedure for the use of SingTel's Internal Wiring as set out in Annex 3C.1;
- (e) the Requesting Licensee's use or proposed use of the Internal Wiring causes or would cause physical or technical harm, including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network;
- (f) SingTel has not installed any Internal Wiring in the area where the sale of Internal Wiring is requested;
- (g) the information in the Request for Internal Wiring is incorrect or inaccurate;
- (h) the Internal Wiring is being used for another purpose in SingTel's Network at the time of the Request for Internal Wiring;
- (i) the Requesting Licensee's proposed use of the Internal Wiring is not for the purpose of providing telecommunication services; or
- (j) the Internal Wiring requested will be used by the Requesting Licensee as an input for the provision of any telecommunication product or service to itself or its affiliates, and it is shown that the Requesting Licensee has no intention of offering that telecommunication product or service (whether or not using the same Internal Wiring) to non-affiliated third party Customers.

3.6 If SingTel rejects a Request for Internal Wiring, the Requesting Licensee shall discontinue its use of the Internal Wiring and remove its services from the Internal Wiring within:

- (a) three (3) Business Days of the date of rejection if the Requesting Licensee's usage of the Internal Wiring is not service-affecting; or
- (b) immediate on the date of rejection if the Requesting Licensee's usage of the Internal Wiring is service-affecting,

failing which SingTel shall remove the Requesting Licensee's service(s) and the Requesting Licensee shall compensate SingTel for the cost of performing this removal.

4. SALE OF INTERNAL WIRING

- 4.1 Upon notification by SingTel of acceptance of a Request for Internal Wiring under clause 3.4:
- (a) SingTel agrees to sell and the Requesting Licensee agrees to acquire the Internal Wiring in accordance with this Schedule; and
 - (b) the Requesting Licensee agrees to pay SingTel the Charges specified in Schedule 9 for the sale of the Internal Wiring.
- 4.2 SingTel sells its Internal Wiring on an “as-is” basis. SingTel shall not be held liable for the condition of the Internal Wiring sold and shall not be responsible for any faults or interference on the Requesting Licensee’s services.

5. ACCESS TO DP AND INTERNAL WIRING

- 5.1 The Requesting Licensee shall only access the SingTel DP for the sole purpose of accessing the spare Internal Wiring it intends to purchase from SingTel. When accessing the SingTel DP, the Requesting Licensee must ensure that there is no interruption or disruption to any Internal Wiring used to serve an existing service of SingTel.
- 5.2 The Requesting Licensee must ensure that SingTel’s DP termination or Internal Wiring is protected from damage and from unauthorised access, use or modification. The Requesting Licensee must ensure that only its employees, agents or representatives have access to the SingTel’s DP and for the sole purpose of accessing the spare Internal Wiring.
- 5.3 The Requesting Licensee shall comply with, and ensure that its employees, agents and contractors comply with the terms and conditions for accessing SingTel’s DP in Annex 3C.1.
- 5.4 The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to physically access the DP and Internal Wiring of SingTel on the Requesting Licensee’s behalf, provided the Requesting Licensee first:
- (a) notifies SingTel of the name and contact details of the Contractor; and
 - (b) procures that the Contractor complies with the provisions of this Schedule.

5.5 If the Requesting Licensee becomes aware of any activities which are in contravention of this Schedule by its employees, 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.

6. STANDARD TERMS AND CONDITIONS

6.1 The Requesting Licensee shall be responsible for the maintenance and administration of the Internal Wiring purchased under this Schedule, including but not limited to tidying and diversion of Internal Wiring.

6.2 The Requesting Licensee is responsible for costs incurred due to its use of the Internal Wiring.

6.3 The Requesting Licensee shall compensate SingTel for any damage it causes to the Internal Wiring or the associated equipment prior to its purchase of the Internal Wiring under this Schedule.

6.4 When SingTel's and the Requesting Licensee's plant is damaged by a Third Party at the same location, SingTel has priority over the Requesting Licensee to work in SingTel's DP or damaged site.

7. UNAUTHORISED USE OF INTERNAL WIRING

7.1 Without prejudice to any other rights SingTel may have (whether under contract, at law or in equity), where SingTel identifies that the Requesting Licensee has used its Internal Wiring without having applied to purchase in accordance with this Schedule 3C, SingTel may do any one or more of the following:

- (a) notify the Authority that a material breach of this Schedule 3C 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 3C;
- (b) direct the Requesting Licensee to, within two (2) Business Days of the notice, discontinue its use of the Internal Wiring and remove its services from the Internal Wiring; and/or

- (c) direct the Requesting Licensee to, within two (2) Business Days of the notice, submit a Request for Internal Wiring in accordance with clause 2.
- 7.2 The Requesting Licensee must pay SingTel's reasonable costs incurred in investigating the unauthorised use.
- 7.3 If the Requesting Licensee does not remove its services from the Internal Wiring within two (2) Business Days of the notice under clause 7.1(b), SingTel may remove the Requesting Licensee's service(s) and the Requesting Licensee shall be liable for any reasonable costs associated with its removal.
- 7.4 If SingTel rejects the Request for Internal Wiring under clause 7.1(c), the Requesting Licensee must discontinue its use of the Internal Wiring and remove its services from the Internal Wiring within two (2) Business Days.

8. ACCESS AND APPROVALS REQUIRED

- 8.1 The Requesting Licensee must use its reasonable endeavours to assist SingTel to sell the Internal Wiring, including but not limited to, at the Requesting Licensee's cost, co-operating with SingTel so that SingTel is able to sell the Internal Wiring efficiently.
- 8.2 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 sale of Internal Wiring.

9. PROTECTION AND SAFETY

- 9.1 Each Party is responsible for the safe operation of its Network and shall, so far as is reasonably practicable, take all necessary steps to ensure that access to the Internal Wiring, its operations and its implementation of this Schedule:
 - (a) do not endanger the safety or health of any person, including the employees and contractors of the other Party; 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 will take precedence and be retained if the interference is not otherwise resolvable.

- 9.2 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 Internal Wiring.

10. FAULT REPORTING

- 10.1 Prior to the sale of Internal Wiring to the Requesting Licensee under clause 4.1, where a Customer of SingTel's reports a fault with SingTel and SingTel establishes that the fault is being caused due to the Requesting Licensee's work on the Internal Wiring for its Customer affecting the Internal Wiring used by SingTel to supply services to the SingTel Customer, the Requesting Licensee shall pay SingTel the cost for attending and restoring the fault.

11. TERMINATION

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

- (a) the Requesting Licensee is in material breach of this Schedule and such breach remains unremedied for a period of:
 - (i) seven (7) Calendar Days after receiving notice from SingTel to do so, if the breach is a service-affecting breach; or
 - (ii) fourteen (14) Calendar Days after receiving notice from SingTel 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); or
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Internal Wiring in contravention of a law and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the law; or
- (c) the Internal Wiring is:
 - (i) used for a purpose other than for the purpose of the Requesting Licensee providing telecommunications services; or

- (ii) used by the Requesting Licensee as an input for the provision of any telecommunication product or service to itself or its affiliates, and it is shown that the Requesting Licensee has no intention of offering that telecommunication product or service (whether or not using the same Internal Wiring) to non-affiliated third party Customers.

**ANNEX 3C.1: STANDARD OPERATING PROCEDURES FOR THE USE OF INTERNAL
WIRING**

(1) General Scenarios for the Use of Internal Wiring

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

(i) **Scenario 1**

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

(ii) **Scenario 2**

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

(iii) **Scenario 3**

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

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

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

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

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

- (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
- (2) If a maintenance spare pair is available in the existing grey wire, connect the maintenance spare pair to Operator B's DP.

¹ Operator A refers to Party A.

² Operator B refers to Party B.

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

(B) installing new Internal Wiring so that the Customer can cease Operator A's service after commencing Operator B's service. Operator B should advise the Customer that this option will facilitate speedier repair of wires in future.

(5) If Customer chooses (A), remove the existing pair and connect to the allocated distribution pair on Operator A's DP.

(6) If Customer chooses (B), install new Internal Wiring and connect to the allocated distribution pair on Operator A's DP.

(7) Each Licensee provides Jumper Wires and does jumpering at its own Building MDFs.

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

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

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

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

(3) If a maintenance spare pair is not available, explain to the Customer that only one pair exists and future repair will not be speedy. Ask the Customer to decide between:

(A) using the existing pair so that no additional wiring needs to be installed; or

(B) installing new Internal Wiring so as to facilitate speedier repair of wires in future.

(4) If Customer chooses (A), remove the existing pair and connect to Operator B's DP.

- (5) If Customer chooses (B), install new Internal Wiring and connect to Operator B's DP.
- (ii) If Operator B shares Operator A's DP and leases Loop Distribution from Operator A, the operating procedures for Operator B are:
- (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
 - (2) Operator B licences Loop Distribution from Operator A.
 - (3) If a maintenance spare pair is available in the existing grey wire, disconnect the working pair from Operator A's DP and connect on the allocated distribution pair.
 - (4) If a maintenance spare pair is not available, explain to the Customer that only one pair exists and future repair will not be speedy. Ask the Customer to decide between:
 - (A) using the existing pair and no additional wiring need to be installed;
 - (B) installing new Internal Wiring so as to facilitate speedier repair of wires in future.
 - (5) If Customer chooses (A), remove the existing pair and connect to the allocated distribution pair on Operator A's DP.
 - (6) If Customer chooses (B), install new Internal Wiring and connect to the allocated distribution pair on Operator A's DP.
 - (7) Each Licensee provides Jumper Wires and does jumpering at its own Building MDFs.
- (c) **Scenario 3: Customer subscribes to additional service from Operator B and maintains existing subscription to Operator A.**
- (i) If Operator B provides own Loop Distribution and DP, the operating procedures for Operator B are:

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

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

ANNEX 3C.2: ORDER FOR THE PURCHASE OF INTERNAL WIRING

ORDER FOR THE PURCHASE OF INTERNAL WIRING

The Requesting Licensee

Date of Application: _____ Application Reference Number : _____
Number of Internal Wiring Requested : _____ pairs (Details to be submitted on a separate sheet)
Customer Name : _____
Customer Address : _____
_____ Singapore : _____

On Behalf of the Requesting Licensee

Sign : _____ Name of Requesting Licensee: _____
Name : _____ (Company Name)
Designation : _____
Department : _____
Contact Number : _____ Company Stamp : _____
Fax Number : _____

SingTel's Reply to the Requesting Licensee

☐ Application returned - incomplete/illegible
☐ Not Approved Reason for Rejection : _____

☐ Approved Number of Internal Wiring : _____
SingTel Approval Code : _____

On Behalf of SingTel

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

Processing Status

Received Date: _____ Queue Status: _____ Processed Date: _____