

SCHEDULE 13
PATCHING SERVICE

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SCHEDULE 13

PATCHING SERVICE

1. SCOPE

1.1 This Schedule sets out the terms and conditions under which NetLink Trust will provide the Requesting Licensee with the Patching Service and on which the Requesting Licensee may access or use the Patching Service.

1.2 The Patching Service is a service provided by NetLink Trust to the Requesting Licensee for implementing a connection at NetLink Trust's Fibre Distribution Frame located at the following Connectivity Points:

- (i) Central Office;
- (ii) Building MDF Room;
- (iii) FTTB Node; or
- (iv) NBAP DP

(collectively called the "Patching Locations").

1.3 NetLink Trust shall provide the Patching Service at NetLink Trust's Fibre Distribution Frame to the Requesting Licensee solely for the purposes of enabling the Requesting Licensee to:

- (a) access a Layer 1 Service at access points including but not limited to CO and/or Building MDF Room; and/or
- (b) establish a connection between the Co-located Equipment of two Requesting Licensees located in the same CO.

1.4 For the avoidance of doubt, the provision of space at Patching Locations and the physical access thereto must be acquired separately by the Requesting Licensee.

1.5 The timeframes in this Schedule relating to provisioning and deactivation by NetLink Trust are subject to variation due to delays caused by events outside NetLink Trust's reasonable control, in which case such failure to meet the requested activation or deactivation date shall not constitute a breach of this Schedule or this ICO

Agreement, provided that NetLink Trust 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 Patching Service work equal to the period of such delays.

- 1.6 NetLink Trust will not provide Service Level Guarantees in respect of the Patching Service.

2. PATCHING SERVICE ACTIVATION REQUEST

- 2.1 The Requesting Licensee may submit an order containing any number of Patching Service Activation Requests (**PSARs**) to NetLink Trust. The Requesting Licensee shall be liable and shall pay NetLink Trust an Ordering Charge for each order submitted regardless of whether the PSAR(s) is/are successful (unless the PSAR was wrongfully rejected by NetLink Trust), and for each PSAR successfully provisioned, a Patching Charge depending on the requested Patching Location in accordance with Schedule 15 (Charges).

- 2.2 NetLink Trust shall process and respond to all PSARs under this Schedule 13 on a 'first come, first served' basis in the timeframe specified in this Schedule 13. NetLink Trust shall process a maximum of eighty (80) PSARs and PSDRs per week (**Patching Service Request Quota**) from all Requesting Licensees under this Schedule, and a weekly roll-over mechanism shall apply for additional Requests beyond the Patching Service Request Quota. For the avoidance of doubt, NetLink Trust shall process additional Requests beyond the Patching Service Request Quota in the next available week on 'first come, first served' basis.

- 2.3 (A) Within one (1) Business Day of the date on which NetLink Trust receives the PSAR Form (Request Date) and subject to clause 2.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether the PSAR is accepted, or if rejected, for any one of the following reasons:

- (a) the PSAR Form is not in the prescribed form specified in this Schedule 13;
- (b) where the Patching Service is sought in relation to connecting to the Co-located Equipment of another Requesting Licensee, the PSAR Form is not accompanied by the other Requesting Licensee's letter of authorisation specified in clause 2.8;

- (c) the PSAR Form does not contain all the required information or the information provided is inaccurate or misleading;
- (d) the service activation date requested is less than three (3) Business Days from the date of the PSAR; or
- (e) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

(B) Alternatively, where the Requesting Licensee submits a Request for implementing a connection between NetLink Trust's Fibre Distribution Frame(s) for PSAR (Request Date) via the NetLink Trust Platform, NetLink Trust will validate the Request and notify the Requesting Licensee, so that the Requesting Licensee is able to make the necessary corrections, in real time if the Request does not meet any one of the following requirements:

- (a) Data entered for the fields does not meet the required format;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading;
- (c) the service activation date requested is less than three (3) Business Days from the date of receipt of the PSAR;

Within one (1) Business Day of the date on which NetLink Trust receives the Request via the NetLink Trust Platform for PSAR (Request Date) and subject to clause 2.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected as the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee to submit the Requests through fax/email or offer alternative solutions.

- 2.4 Within three (3) Business Days of the date on which NetLink Trust receives the PSAR Form (Request Date) and subject to clause 2.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether the PSAR is accepted, or if rejected, for any one of the following reasons:

- (a) the PSAR is in respect of a connection outside the Patching Locations;
- (b) NetLink Trust does not have a Fibre Distribution Frame at the requested Patching Location;
- (c) where applicable, prior to the service activation date, the Requesting Licensee has not provided confirmation to NetLink Trust that the relevant Co-Located Equipment under Schedule 12 is operational; or
- (d) the Requesting Licensee submits a request which seeks to connect where the relevant connection point has already been connected or another order for connection has already been approved but not provided yet.

2.5 Subject to clauses 2.2, 2.3 and 2.4, NetLink Trust shall provide the Patching Service within a service activation period of three (3) Business Days from the date of receipt of a valid PSAR from the Requesting Licensee.

2.6 (A) The Requesting Licensee shall submit its order in the form of a Patching Service Activation Request Form (**PSAR Form**) provided in Annex 13A, stating but not limited to the following information in respect of each PSAR:

- (a) the Patching Location at which Patching Service is requested; and
- (b) the connector ports on NetLink Trust's Fibre Distribution Frame(s) to be patched.

(B) As an alternative to submitting a request under the form set out in Annex 13A under clause 2.6(A), the Requesting Licensee may also submit its Request for Patching Service Activation Request (PSAR) to NetLink Trust via the NetLink Trust Platform, stating but not limited to the following information:

- (a) the Patching Location at which Patching Service is requested; and
- (b) the connector ports on NetLink Trust's Fibre Distribution Frame(s) to be patched

For Request submitted via the Service Portal, the Requesting Licensee shall select an available date. Upon successful submission of the Request via the Service Portal, it will provide a Request acknowledgement.

Alternatively, for Request submitted via the NetLink Trust Platform APIs, the Requesting Licensee shall query the available date. Requesting Licensee shall use the applicable date for submission of Request. Upon successful submission of the Request via the NetLink Trust Platform APIs, it will provide a Request acknowledgement.

- 2.7 The Requesting Licensee must provide the PSAR Form to NetLink Trust no less than three (3) Business Days prior to the requested service activation date of the Patching Service.
- 2.8 Where a PSAR is for the purpose of establishing a connection between the Co-located Equipment of two Requesting Licensees located in the same Central Office:
- (a) the Requesting Licensee must submit, with the PSAR, a letter of authorisation issued by the other Requesting Licensee authorising NetLink Trust to connect at the Fibre Distribution Frame to access the other Requesting Licensee's Co-located Equipment; and
 - (b) NetLink Trust will not be obliged to connect unless the Requesting Licensee provides to NetLink Trust a copy of the letter of authorisation.
- 2.9 Where the PSAR is not rejected pursuant to clauses 2.3 and 2.4, NetLink Trust will install the Patch Cable on the requested service activation date.
- 2.10 The Patching Service commences on the date of installation of the Patch Cable and continues until the earlier of the following events:
- (a) the expiry or termination of the Co-location Licence in respect of the Co-location Equipment at the relevant Central Office to which the Patch Cable is connected;
 - (b) the expiry or termination of any licence in respect of other space, such as in the building MDF Room or at the FTTB Node, acquired by the Requesting Licensee or NetLink Trust that is needed to establish and maintain connectivity through the Patch Cable between the Requesting Licensee's Fibre Distribution Frame and NetLink Trust Fibre Distribution Frame;
 - (c) termination of the Layer 1 Service for which Patching Service is provided; or
 - (d) the Patching Service is terminated in accordance with this Schedule.

2.11 Information relating to the Mandated Services will be available on NetLink Trust Platform, for access by the Requesting Licensee through secured means. The secured access to NetLink Trust Platform will require the payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. Initially, information relating to network outages will be sent to the Requesting Licensee via email. The information relating to the Mandated Services and the information relating to network outages shall be made available on the NetLink Trust Platform in due course. For the avoidance of doubt, where NetLink Trust has imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access NetLink Trust Public Website, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the NetLink Trust's Service Portal.

3. DEACTIVATION

3.1 (A) If the Requesting Licensee wishes to deactivate a connection, it must submit its deactivation request in the form of a Patching Service Deactivation Request Form (**PSDR Form**) provided in Annex 13B. The PSDR Form must be provided to NetLink Trust no less than three (3) Business Days prior to the intended deactivation date.

(B) As an alternative to submitting a request under the form set out in Annex 13B under clause 3.1(A), the Requesting Licensee may also submit its Request for Patching Service Deactivation Request (PSAR) to NetLink Trust via the NetLink Trust Platform, stating but not limited to the following information:

(a) the Location at which service is requested; and

(b) the connector ports on NetLink Trust's Fibre Distribution Frame(s)

For Request submitted via the Service Portal, the Requesting Licensee shall select an available date. Upon successful submission of the Request via the Service Portal, it will provide a Request acknowledgement.

Alternatively, for Request submitted via the NetLink Trust Platform APIs, the Requesting Licensee shall query the available date. Requesting Licensee shall use the applicable date for submission of Request. Upon successful submission of the Request via the NetLink Trust Platform APIs, it will provide a Request acknowledgement.

- 3.2 The Requesting Licensee may submit an PSDR Form containing any number of Patching Service Deactivation Requests (**PSDRs**) to NetLink Trust. The Requesting Licensee shall be liable and shall pay NetLink Trust an Ordering Charge for each PSDR Form submitted regardless of whether the PSDR(s) is/are successful (unless the PSDR was wrongfully rejected by NetLink Trust), and for each successful PSDR, a Termination Charge depending on the requested Patching Location in accordance with Schedule 15 (Charges).
- 3.3 NetLink Trust shall process the PSDR Form on a non-discriminatory basis.
- 3.4 NetLink Trust shall process and respond to all PSDR requests on a ‘first come, first served’ basis in the timeframe specified in this Schedule.
- 3.5 NetLink Trust shall process the PSDR Form and advise the Requesting Licensee its acceptance or otherwise of the PSDR within the one (1) Business Day of the receipt of the PSDR Form or any other period as may be agreed between the parties.
- 3.6 NetLink Trust will deactivate the Patching Service on three (3) Business Days notice from the Requesting Licensee.
- 3.7 (A) NetLink Trust may reject the PSDR Form if:
- (i) the PSDR Form is not in the prescribed form specified in this Schedule;
 - (ii) the PSDR Form does not contain all the required information or the information provided is inaccurate or misleading; or
 - (iii) the requested date for deactivation is less than three (3) Business Days from the date of the PSDR.
- (B) Alternatively, where NetLink Trust receives the request for PSDR for deactivating a connection at NetLink Trust’s Fibre Distribution Frame via the NetLink Trust Platform, NetLink Trust will validate the Request and notify the Requesting Licensee, so that the Requesting Licensee is able to make the necessary corrections, in real time, if the Request does not meet any one of the following requirements:

- (a) Data entered for the fields does not meet the required format;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading;
- (c) the service activation date requested is less than three (3) Business Days from the date of receipt of the PSAR;

Within one (1) Business Day of the date on which NetLink Trust receives the Request via the NetLink Trust Platform for PSAR (Request Date) and subject to clause 2.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected as the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee to submit the Requests through fax/email or offer alternative solutions.

- 3.8 Unless the PSDR is rejected pursuant to clause 3.7, NetLink Trust will deactivate the Patching Service on the requested date of deactivation.

4. STANDARD TERMS AND CONDITIONS

- 4.1 The Requesting Licensee will:

- (a) promptly comply with all reasonable written notices or instructions given by NetLink Trust in respect of the installation, use or operation of the Patching Service; and
- (b) not use, attempt to use, nor permit any other person to use, the Patching Service in breach of any laws or regulations whatsoever, and will comply with all relevant directions and orders issued by the Authority from time to time.

- 4.2 Where a PSAR is for the purpose of establishing a connection between the NetLink Trust's Fibre Distribution Frame and the Requesting Licensee's Fibre Distribution Frame in the Building MDF Room, FTTB Node or NBAP DP, the Requesting Licensee shall be responsible, at its own cost, for all installation and fibre terminations at its own Fibre Distribution Frame and for providing the associated cable trays, trunking or ducting between the Requesting Licensee's Fibre Distribution

Frame and the NetLink Trust's Fibre Distribution Frame in order to facilitate the physical termination of the link to NetLink Trust's Fibre Distribution Frame.

4.3 NetLink Trust will:

- (a) Provide and install the Patch Cable of not exceeding ten (10) metres in length, in connection with the PSAR and shall perform the physical connection of Patch Cable at NetLink Trust's Fibre Distribution Frame as requested by the Requesting Licensee;
- (b) remain at all times the owner of all Patch Cables deployed at all the COs;
- (c) where applicable, provide and install the associated Transmission Tie Cables between the Requesting Licensee's Fibre Distribution Frame at the Co-location Space and NetLink Trust's Fibre Distribution Frame in accordance with Schedule 12; and
- (d) be responsible for the ongoing completion and documentation of all connections made on the NetLink Trust Network.

4.4 NetLink Trust shall connect the Patch Cable using standard SC/APC (Angled Polished) connectors, in compliance with Bellcore Specifications TR-TSY-000326 or equivalent standards.

5. ACCESS AND APPROVALS REQUIRED

5.1 The Parties shall comply with clause 15.5 of the main body of this ICO 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 Patching Service.

5.2 Where the Patching Service is sought in relation to connecting to the Co-located Equipment of another Requesting Licensee, the Requesting Licensee shall maintain the necessary authorisation from the other Requesting Licensee for the duration of the connection.

6. SUSPENSION

6.1 NetLink Trust may suspend the Patching Service at any time until further notice to the Requesting Licensee if the Patching Service or licence in respect of the Patching Service causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of NetLink Trust or any

other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of NetLink Trust's Network.

- 6.2 Without limiting the exclusions or limitations of liability in this ICO Agreement, NetLink Trust shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of the Patching Service under this clause 6.

7. TERMINATION

- 7.1 NetLink Trust may immediately terminate the Patching Service or any connection provided if:

- (a) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the Patching Service in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (b) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the Patching Service in a manner which places or allow a Third Party to act in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction; or
- (c) the Patching Service is used by the Requesting Licensee for a purpose other than the purposes specified in clause 1.3.

- 7.2 Either Party (**Terminating Party**) may terminate the Patching Service:

- (a) if the other Party is in breach of this Schedule other than failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of sixty (60) Calendar Days after receiving notice from the Terminating Party;
- (b) if the Requesting Licensee's Patching Service licence has been suspended pursuant to clause 6.1, and the cause of such suspension has not been remedied or rectified for a period of sixty (60) Calendar Days from the date of the suspension; or

- (c) if the Requesting Licensee is in breach of this Schedule by its failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of fourteen (14) Calendar Days after receiving notice from the Terminating Party. For the avoidance of doubt, this sub-clause shall not apply pending the resolution of any Billing Dispute in accordance with the provisions of Schedule 16 (Billing).

7.3 Upon expiry or termination of the Patching Service:

- (a) the Requesting Licensee must immediately discontinue the use of the Patching Service;
- (b) NetLink Trust shall disconnect the relevant connectors terminated at NetLink Trust's Fibre Distribution Frame in relation to the Patching Service; and
- (c) NetLink Trust shall be responsible for deactivating the Patching Service at the Requesting Licensee's cost in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee will not be liable for NetLink Trust's costs of deactivating the Patching Service if the termination is the result of NetLink Trust's fault.

ANNEX 13A: PATCHING SERVICE ACTIVATION REQUEST (PSAR) FORM

Patching Service Activation Request (PSAR)

Requesting Licensee	Date of Application: _____		Application Reference Number: _____
	Requested Date of Activation: _____		
	Location	Address (if not a CO location)	Patching Service to be activated
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____

(Attach separate sheet, using the same format as above, as required)

For connection between the Co-located Equipment of two Requesting Licensees located in the same Central Office, please attach a letter of authorisation from the other Requesting Licensee

For and on Behalf of Requesting Licensee

Requesting Licensee	Sign: _____	Company Stamp: _____
	Name: _____	Company Name: _____
	Designation: _____	
	Contact Number, Fax and email address : _____	

NetLink Trust's Response: Date: _____

NetLink Trust	<input type="checkbox"/> Application accepted Activation Date : _____	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	NetLink Trust Name / Signature: _____	Queue Status: _____

ANNEX 13B: PATCHING SERVICE DEACTIVATION REQUEST (PSDR) FORM

Patching Service Deactivation Request (PSDR)

Requesting Licensee	Date of Application: _____		Application Reference Number: _____
	Requested Date of Deactivation: _____		
	Location	Address (if not a CO location)	Patching Service to be deactivated
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____

(Attach separate sheet, using the same format as above, as required)

For and on Behalf of Requesting Licensee

Requesting Licensee	Sign: _____	Company Stamp: _____
	Name: _____	Company Name: _____
	Designation: _____	
	Contact Number, Fax and email address _____	

NetLink Trust's Response: Date: _____

NetLink Trust	<input type="checkbox"/> Application accepted Deactivation Date : _____	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	NetLink Trust Name / Signature: _____	Queue Status: _____