

SCHEDULE 3D

LICENSING OF BUILDING MDF DISTRIBUTION FRAME

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SCHEDULE 3D

LICENSING OF BUILDING MDF DISTRIBUTION FRAME

1. SCOPE

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence to use SingTel's Building MDF Distribution Frame Mounting Arm (**Distribution Frame Mounting**) (which means the horizontal bars on the MDF belonging to SingTel meant for the mounting of Termination Block(s)) for the purpose of enabling the Requesting Licensee to cross-connect a Local Loop or Sub Loop to the Requesting Licensee's equipment.
- 1.2 This Schedule only applies to Requesting Licensees who are FBOs.
- 1.3 The timeframes in this Schedule relating to provisioning work for licensing of Distribution Frame Mounting to be undertaken by SingTel under clauses 4.2 and 5.3 (**Request for Distribution Frame Mounting**) , 9.5 (**Project Study**) and 9.6(c) (**Construction of Distribution Frame Vertical**) 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 1.4(a) 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 work which is extended for the period of such delays.
- 1.4 SingTel will provide the Service Level Guarantees in respect of licensing of Distribution Frame Mounting as set out in Annex 3D.4. 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 of Annex 3D.4 and any terms and conditions contained therein in respect of Request for Distribution Frame Mounting timeframes;
 - (ii) section 2 of Annex 3D.4 and any terms and conditions contained therein in respect of Project Study timeframes;

(iii) section 3 of Annex 3D.4 and any terms and conditions contained therein in respect of timeframes for construction of Distribution Frame Vertical; and

(iv) section 4 of Annex 3D.4 in respect of claims made under Annex 3D.4.

1.5 The Requesting Licensee acknowledges that the relevant remedy provided under clause 1.4 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 Distribution Frame Mounting and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

2. AVAILABILITY OF DISTRIBUTION FRAME MOUNTING

2.1 SingTel will provide the Requesting Licensee with a licence to use Distribution Frame Mountings in individual one hundred (100) pairs block.

2.2 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of a Distribution Frame Mounting:

(a) SingTel's reasonably anticipated requirements in the next one (1) year for provision to itself and its customers; and

(b) SingTel's reasonably anticipated requirements in the next one (1) year for Distribution Frame Mountings 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 MDF or Distribution Frame Mounting within six (6) months from the date the Requesting Licensee requests the Distribution Frame Mounting;

(f) whether SingTel has any Distribution Frame Mounting in the area specified in the Request for Distribution Frame Mounting; and

(g) the Distribution Frame Mounting is being used for another purpose in SingTel's Network at the time of a request under clause 3.2.

2.3 SingTel shall allocate Distribution Frame Mounting in one hundred (100) pair blocks.

2.4 The Requesting Licensee acknowledges that SingTel licences Distribution Frame Mounting on an "as-is" condition.

3. ORDERING AND PROVISIONING PROCEDURE

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

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

(a) Building name and address;

(b) Building MDF room name; and

(c) number of Distribution Frame Mountings requested.

4. RESPONSE TIME

4.1 SingTel shall process all Requests for Distribution Frame Mountings on a 'first come, first served' basis up to the maximum amount specified in clause 4.3.

4.2 Within one (1) Business Day of the date of receiving a Request for Distribution Frame Mounting (**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 Distribution Frame Mounting is successful or not. For the purposes of this Schedule 3D, the Request Date shall be determined as follows:

- (a) if the Request for Distribution Frame Mounting is received before 12:00 noon on a Business Day, the Request Date is the Business Day the Request for Distribution Frame Mounting is received; or
 - (b) if the Request for Distribution Frame Mounting is received at or after 12:00 noon on a Business Day, the Request Date is the following Business Day the Request for Distribution Frame Mounting is received.
- 4.3 For each Business Day, SingTel shall process a combined total of no more than four (4) Requests for Distribution Frame Mountings under this Schedule 3D from all Licensees. Subject to clause 4.2, 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. **STUDIES AND APPROVALS**

- 5.1 SingTel may reject a Request for Distribution Frame Mounting if:
- (a) the Requesting Licensee is not a FBO;
 - (b) the Request for Distribution Frame Mounting is not in the prescribed form;
 - (c) the Request for Distribution Frame Mounting does not contain all the required information; or
 - (d) the information in the Request is incorrect or inaccurate.
- 5.2 Where SingTel rejects the Request for Distribution Frame Mounting, SingTel must provide reasons explaining the basis for rejection.
- 5.3 If SingTel notifies the Requesting Licensee that SingTel has accepted the Request for Distribution Frame Mounting, SingTel must complete its detailed processing and inform the Requesting Licensee within four (4) Business Days of the Request Date whether the Distribution Frame Mounting is available as determined under clause 2.
- 5.4 Where SingTel notifies that Distribution Frame Mounting is not available under clause 5.3, SingTel shall provide reasons explaining the basis for its determination that the Distribution Frame Mounting is unavailable.

5.5 If SingTel notifies the Requesting Licensee that the Distribution Frame Mounting is available, SingTel shall further notify the Requesting Licensee of:

- (a) the number of the Distribution Frame Mountings approved; and
- (b) the Distribution Frame Mounting allocated for licence,

(Final Approval).

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

6. INSTALLATION OF SUBSCRIBER TIE CABLE AND TIE TERMINATION BLOCK

6.1 Within five (5) Business Days of the Final Approval, the Requesting Licensee will provide the following to SingTel:

- (a) detailed installation plan and detailed installation time table; and
- (b) a work method statement which shall be based on the guidelines developed by SingTel and set out in Annex 3D.3.

6.2 SingTel shall accept or reject the plans, timetable and work method statement provided by the Requesting Licensee within three (3) Business Days and the Requesting Licensee may not start work under this clause until it has received SingTel's approval. SingTel shall not unreasonably reject a work method statement provided by a Requesting Licensee. If SingTel rejects the installation plan, installation timetable or the work method statement, SingTel shall provide a statement of the reasons why construction is not feasible and may propose alternative installation plans, installation timetable and/or work method statement to the Requesting Licensee. The Requesting Licensee may then re-submit those documents for SingTel's approval.

6.3 The Distribution Frame Mounting(s) licensed under this Schedule shall only be used by the Requesting Licensee for the termination of Subscriber Tie Cable. The Requesting Licensee is responsible for the installation, maintenance, repair, and removal of its Subscriber Tie Cable and Tie Termination Block located on the Distribution Frame Mounting. The Requesting Licensee shall provide its cable tray, mounting frame or any other installation materials that are required for the installation.

- 6.4 The Requesting Licensee shall only install the type of Termination Block specified by SingTel from time to time for terminating Subscriber Tie Cables at the Distribution Frame Mounting.
- 6.5 The Requesting Licensee shall install its own cable tray(s) or rack(s) for installing the Subscriber Tie Cable inside the Building MDF room.
- 6.6 In the installation, operation and maintenance of its Subscriber Tie Cable and Tie Termination Block located in SingTel's Distribution Frame Mounting(s), the Requesting Licensee must comply with the Standard Operating Procedures ("SOP") for working at SingTel's MDF in Annex 3D.1 as amended from time to time, and any reasonable written instructions (relating to particular circumstances not covered by the SOP) which are provided to the Requesting Licensee by SingTel from time to time.
- 6.7 The Requesting Licensee must complete construction of the Subscriber Tie Cable and Tie Termination Block within ten (10) Business Days from the date of the approval of the installation plans, timetable and work method statement under clause 6.2.
- 6.8 Upon completing the installation of its Subscriber Tie Cable and Tie Termination Blocks in SingTel's Distribution Frame Mounting, the Requesting Licensee shall notify SingTel and submit to SingTel within five (5) Business Days from its completion of the installation, a Work Completion Report (**Work Completion Report**) containing the following information:
- (a) the Building MDF room number; and
 - (b) an as-built layout diagram with supporting photograph(s), showing the Distribution Frame Mounting used and the position of the Subscriber Tie Cable and Tie Termination Block and the installation of the Subscriber Tie Cable.
- 6.9 If the Requesting Licensee fails to submit a Work Completion Report in accordance with clause 6.8, SingTel shall verify the completion of the installation of the Subscriber Tie Cable and Tie Termination Block. The reasonable cost incurred in the verification will be recovered from the Requesting Licensee.
- 6.10 SingTel may at its own expense, inspect the installation of the Subscriber Tie Cable and Tie Termination Block. Where the inspection reveals that the installation does not materially conform with the Final Approval, and the detailed installation plans and work statement plans provided under clause 6.1, SingTel

shall notify the Requesting Licensee to reinstall or take other appropriate corrective action within a reasonable time as agreed between the Parties, but in any event within ten (10) Business Days of SingTel's request to do so. The Requesting Licensee shall bear all reasonable costs for reinstallation and corrective action, and the costs of SingTel incurred for inspection of the corrective action. SingTel may still inform and require the Requesting Licensee to make adjustments to its installation where the installation does not conform with the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.

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

7. MAINTENANCE OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK

- 7.1 The Requesting Licensee must:
- (a) maintain its Subscriber Tie Cable and Tie Termination Block in SingTel's Distribution Frame Mounting(s) in good working order; and
 - (b) take such other action as a reasonable prudent Licensee would; and
 - (c) keep the Distribution Frame Mounting in a tidy and safe condition.

8. UNAUTHORISED ACCESS TO DISTRIBUTION FRAME MOUNTING

8.1 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where SingTel identifies that the Requesting Licensee has accessed its Distribution Frame Mounting(s) without having obtained a licence in accordance with this Schedule, SingTel may do any one or more of the following:

- (a) notify the Authority that a material breach of this Schedule 3D 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 3D;
- (b) direct the Requesting Licensee to, within five (5) Business Days of the notice, remove its equipment to access the Distribution Frame Mounting; and
- (c) direct the Requesting Licensee to, within two (2) Business Days of the notice, submit a Request for Distribution Frame Mounting in accordance with clause 3.2.

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 Distribution Frame Mounting under clause 8.1(c), the Requesting Licensee must provide documentary evidence of the date of installation as part of the Request for Distribution Frame Mounting. 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 SingTel the Charges in arrears calculated from the date of access (including the date of deemed access).

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 MDF equipment within five (5) Business Days.

8.6 If SingTel rejects the Request for Distribution Frame Mounting 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 MDF equipment within ten (10) Business Days.

9. SINGTEL BUILD

- 9.1 If SingTel rejects an application for the licence of a Distribution Frame Mounting under clause 5.1, or SingTel notifies the Requesting Licensee that Distribution Frame Mounting is not available under clause 5.4, the Requesting Licensee may submit to SingTel an order to construct the Distribution Frame Vertical (**Construction Order**) (means the vertical bar(s) of a MDF consisting of six (6) Distribution Frame Mountings on each Distribution Frame Vertical) for the sole purpose of the Requesting Licensee placing the Termination Block and enabling SingTel to perform jumpering to cross-connect the Local Loop or Sub Loop licensed from SingTel in writing within five (5) Business Days from the date of the rejection.
- 9.2 The Requesting Licensee shall pay SingTel the application processing fee payable under Schedule 9 upon submission of the Construction Order regardless of the outcome of the submission.
- 9.3 The Requesting Licensee shall request a minimum of one (1) Distribution Frame Vertical each consisting of six (6) Distribution Frame Mountings.
- 9.4 Following receipt of a Construction Order under clause 9.1, SingTel shall schedule a study (**Project Study**) in relation to the construction of the new Distribution Frame Vertical.
- 9.5 SingTel shall complete a Project Study within fifteen (15) Business Days of the receipt of a Construction Order.
- 9.6 Following completion of the Project Study, SingTel shall provide to the Requesting Licensee the following information:
- (a) whether the construction of the new Distribution Frame Vertical is feasible;
 - (b) the Charge for the Project Study; and

- (c) if it is feasible to construct the Distribution Frame Vertical, information outlining the estimated construction cost and the timeline for the construction of the new Distribution Frame Vertical (**Report**).
- 9.7 If the Report states that the construction of the new Distribution Frame Vertical is feasible, the Requesting Licensee may, subject to clause 9.8, inform SingTel in writing whether it will proceed with the new Distribution Frame Vertical (**Construction Acceptance**).
- 9.8 If the Requesting Licensee fails to respond to the Report within twenty (20) Business Days of the Requesting Licensee's receipt of the Report, the Construction Order shall be deemed to be withdrawn.
- 9.9 Following receipt of the Construction Acceptance, SingTel shall make the new Distribution Frame Vertical available to the Requesting Licensee in accordance with the timeline set out in the Report.
- 9.10 SingTel shall use its reasonable endeavours to construct the Distribution Frame Vertical within the price estimate. SingTel shall notify the Requesting Licensee if SingTel has any reason to believe that the costs of construction will exceed this price estimate. SingTel shall only proceed with construction after the Requesting Licensee has agreed to any additional changes.
- 9.11 The Requesting Licensee may cancel the Construction Order in writing prior to issuing the Construction Acceptance, but shall pay SingTel's reasonable costs arising from the Construction Order up to the time of cancellation.
- 9.12 Within one (1) Business Day of completion of the construction of the new Distribution Frame Vertical, SingTel shall notify the Requesting Licensee of the number of the Distribution Frame Mountings allocated for licence.
- 9.13 Clause 6 will then apply to the installation by the Requesting Licensee of the Subscriber Tie Cable and Tie Termination Block. For the purpose of that clause, the Final Approval will be the information provided in clause 9.12 and the date of Final Approval will be the date when the information under clause 9.12 is provided.

10. REPLACEMENT OR ADDITION OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK

- 10.1 If the Requesting Licensee wishes to replace, modify or rearrange an existing Subscriber Tie Cable or Tie Termination Block located in the Distribution Frame Mounting or to install an additional Subscriber Tie Cable or Tie Termination Block at the licensed Distribution Frame Mounting, the Requesting Licensee must submit a Work Completion Report under clause 6 in respect of the replacement or addition of that Subscriber Tie Cable or Tie Termination Block. The Requesting Licensee shall be liable for the costs incurred by SingTel in processing the request.
- 10.2 Where the replacement, modification, rearrangement or addition of Subscriber Tie Cable or Tie Termination Block requires the licensing of an additional Distribution Frame Mounting, the Requesting Licensee must submit a Request for Distribution Frame Mounting under clause 3.

11. TERMS AND CONDITIONS FOR ACCESS

- 11.1 The Requesting Licensee must ensure that SingTel's Building MDF, Distribution Frame Vertical and Distribution Frame Mountings are protected from damage and from unauthorised access, use, or modification.
- 11.2 The Requesting Licensee shall not make physical contact with or otherwise interfere, change or damage SingTel's MDF Termination Block, Termination Pin, cable tray or Jumper Wires.
- 11.3 When accessing the SingTel Distribution Frame Mounting, the Requesting Licensee must use its reasonable endeavours to prevent any interruption or disruption to existing SingTel's services. The Requesting Licensee shall not make any unauthorised access, use, modification or cause damage to the SingTel Distribution Frame Mounting while accessing the Distribution Frame Mounting.
- 11.4 The Requesting Licensee must comply with the SOP on Working at SingTel's Building MDF in Annex 3D.1.
- 11.5 The Requesting Licensee must ensure that only its employees, agents or representatives have access to the SingTel's Distribution Frame Mounting for the sole purpose of accessing Requesting Licensee's Subscriber Tie Cable and Tie Termination Block.

- 11.6 The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to access the licensed Distribution Frame Mounting 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 shall comply with the provisions of this Schedule.
- 11.7 If the Requesting Licensee becomes aware of any activities which are in contravention of this Schedule by its employees, agents, or Contractors, the Requesting Licensee must take any such action which may be reasonably available to it to prevent or discourage continuation of such activities.
- 11.8 The Requesting Licensee shall manage its own operations and maintenance requirements.
- 11.9 When both SingTel's equipment and the Requesting Licensee's equipment at the same MDF are damaged, SingTel shall have priority to conduct work on its damaged equipment.

12. PROTECTION AND SAFETY

- 12.1 Each Party is responsible for the safe operation of its equipment on the Distribution Frame Mounting.
- 12.2 Each Party shall, so far as is reasonably practicable, take all necessary steps to ensure that its access to the Distribution Frame Mounting, its operations and 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 If it is necessary to carry out repair or upgrading of any equipment or facility forming part of the SingTel Distribution Frame Mounting, SingTel shall, where reasonably practicable, provide the Requesting Licensee with reasonable notice of

such repairs or upgrades. SingTel shall not be liable for any loss caused by such repair or upgrading.

13. ACCESS AND APPROVALS REQUIRED

13.1 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 Distribution Frame Mounting.

14. TERM OF LICENCE

14.1 The term of the Distribution Frame Mounting licence granted under this Schedule shall commence on the date of Final Approval and continues for the term of the RIO Agreement until the earlier of any of the following events:

- (a) either party terminates the Distribution Frame Mounting licence in accordance with clause 16 of this Schedule;
- (b) the SingTel RIO is revoked by the Authority under clause 13.7 of the RIO Agreement; or
- (c) the Authority removes the requirement for SingTel to supply Distribution Frame Mounting under the SingTel RIO or exempts SingTel from supplying Distribution Frame Mounting under clause 13.8 of the RIO Agreement; or
- (d) subject to clause 14.2, the Requesting Licensee terminates the Distribution Frame Mounting licence by giving SingTel not less than one (1) month prior written notice .

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

14.3 Subject to SingTel's Put Option under clause 16.9, SingTel may impose a reasonable termination charge in respect of termination of a Distribution Frame Vertical licence prior to the expiry of two (2) years from the date of the licence for Distribution Frame Verticals constructed in response to a Construction Order from the Requesting Licensee. The termination charge payable under this clause

will not exceed the amount payable for the remainder of the 2 year period commencing from the date of the licence.

15. SUSPENSION

15.1 SingTel may suspend the Requesting Licensee's access to its Distribution Frame Mounting until further notice if the licence of the Distribution Frame Mounting 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 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of access to Distribution Frame Mounting under this clause 15.

16. TERMINATION OF LICENCE

16.1 SingTel may immediately terminate a licence of Distribution Frame Mounting if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Distribution Frame Mounting 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;
- (c) the Distribution Frame Mounting has become unsafe for its purpose;
- (d) SingTel's right to own, maintain or operate the Distribution Frame Mounting is revoked or terminates or expires; or
- (e) the use of the Distribution Frame Mounting 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.

- 16.2 SingTel may terminate the licence in respect of the Distribution Frame Mounting after giving the Requesting Licensee ten (10) Business Days prior written notice if the Requesting Licensee removes or abandons its Distribution Frame Mounting and the Requesting Licensee did not dispute such written notice by SingTel.
- 16.3 Either Party (**Terminating Party**) may terminate a licence of a Distribution Frame Mounting if the other Party is in breach of this Schedule and such breach remains un-remedied 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).
- 16.4 If during the term of a Distribution Frame Mounting licence, SingTel has plans to decommission any Distribution Frame Mounting licensed to the Requesting Licensee, SingTel may terminate the licence of the Distribution Frame Mounting by giving at least six (6) months prior notice to the Requesting Licensee of its intention to terminate such Distribution Frame Mounting licence.
- 16.5 The Requesting Licensee shall bear its own cost associated with the termination of the Distribution Frame Mounting licence, and the Requesting Licensee shall be responsible for making such alternative arrangements as are necessary to continue to provide its Customers with services using the Distribution Frame Mounting.
- 16.6 Upon expiry or termination of the licence of Distribution Frame Mounting, the Requesting Licensee must immediately:
- (a) discontinue the use of the Distribution Frame Mounting; and
 - (b) disconnect all equipment connected to the Distribution Frame Mounting.
- 16.7 Upon termination of the licence of Distribution Frame Mounting, 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 Distribution Frame Mounting is a direct result of SingTel's decommissioning of the Distribution Frame Mounting under this Schedule 3D.

- 16.8 If the Requesting Licensee fails to disconnect its equipment for the Distribution Frame Mounting under clause 16.6(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 Distribution Frame Mounting.
- 16.9 Upon termination under clause 14.1(d) of the licence of a Distribution Frame Vertical that has been newly constructed under clause 9, SingTel will be entitled to recover licence Charges for the remainder of the licence term referred to in clause 14.3 from the Requesting Licensee. In addition, SingTel shall have the right, at its discretion, to require the Requesting Licensee to purchase from SingTel the Distribution Frame Vertical at a price to be determined in accordance with the formula set out in clause 16.10 (the "Put Option"). If SingTel wishes to exercise the Put Option, SingTel must notify the Requesting Licensee in writing within thirty (30) Business Days from the event of termination.
- 16.10 For the purpose of clause 16.9, the Put Option price for the purchase of the Distribution Frame Vertical ("Strike Price") shall be computed in accordance with the following formula:

$$\text{Strike Price} = C \times ((U - Y) / U)$$

C = Construction cost of the Distribution Frame Vertical (as notified by SingTel to the Requesting Licensee under clauses 9.6(c) and 9.10)

U = 15 years

Y = Greater of:

- (a) years of actual use of the Distribution Frame Vertical by the Requesting Licensee pursuant to the licence; or
- (b) 2 years.

- 16.11 If SingTel chooses not to exercise its Put Option under clause 16.9, it will maintain ownership of the Distribution Frame Vertical and may use it for any lawful purpose, but may not impose any further charges on the Requesting Licensee. If SingTel chooses to exercise its Put Option, the Requesting Licensee will obtain ownership of the Distribution Frame Vertical upon its purchase of the Distribution Frame Vertical, and SingTel may not impose any other charges on the Requesting Licensee.

17. SUB-LICENSING

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

**ANNEX 3D.1: STANDARD OPERATING PROCEDURE (SOP) ON WORKING AT SINGTEL
BUILDING MDF**

1. INTRODUCTION

- 1.1 This Annex provides the principles and Standard Operating Procedures for working at SingTel's Building MDF.
- 1.2 The Requesting Licensee shall strictly observe the requirements and practices while working at SingTel's Building MDF in order to protect and ensure the integrity of SingTel's network.

2. INSTALLING CABLE

- 2.1 The cable tray(s) and rack(s) shall be independently supported and installed with at least a minimum of 300mm clearance measured from existing SingTel's cable rack(s) or cable(s), whichever is the higher. The Requesting Licensee shall not dismantle nor adjust either wholly or partly any of the existing SingTel's cables, cable racks or MDF.
- 2.2 The cable(s) to be installed shall be properly formed, laced, tied and placed in such a manner that it shall not obstruct any future installation of cables or running of jumper wires. Its cable sheath shall be properly and separately earthed to Requesting Licensee's earthing point.
- 2.3 The Requesting Licensee shall properly and clearly mark its MDF equipment with its name and logo so as to clearly identify them as belonging or licensed to the Requesting Licensee.

ANNEX 3D.2: ORDER FOR BUILDING MDF DISTRIBUTION FRAME

ORDER FOR BUILDING MDF DISTRIBUTION FRAME

The Requesting Licensee

Date of Application : _____ Application Reference Number : _____

Number of Distribution Frame Mountings Requested : _____ [Nos]

Address of MDF : _____

_____ MDF Number : _____

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 Circuit Identification Number : _____

Number of MDF Mountings allocated : _____

SingTel Approval Code : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____

Name : _____ Fax Number : _____

Date : _____

Processing Status

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

ANNEX 3D.3: SINGTEL'S GUIDELINES ON WORK METHOD STATEMENT

1. GENERAL

The Requesting Licensee shall provide its work method statement to SingTel based on these guidelines. The work method statement shall:

- (a) describe in sufficient detail, either in pictorial or photographic form, where the Requesting Licensee intends to install its equipment (including cables). The Requesting Licensee must indicate the position of its installation or work area relative to SingTel's existing plant (including cables and fixtures) at the site;
- (b) identify the equipment, plant, fixtures and cables that will be directly affected during its installation; and
- (c) describe in sufficient detail, either in pictorial or photographic form, how the Requesting Licensee proposes to prevent damage to the equipment, plant, fixtures and cables.

ANNEX 3D.4: SERVICE LEVEL GUARANTEES

1. REBATES FOR REQUEST FOR DISTRIBUTION FRAME MOUNTING TIMEFRAMES

| Missed notification timeframe as to whether Request for Distribution Frame Mounting is accepted or rejected (clause 4.2) 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 Distribution Frame Mounting Request following detailed processing (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 |

2. REBATES FOR PROJECT STUDY TIMEFRAMES

| Missed timeframe for completion of Project Study (clause 9.5) 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 |

3. REBATES FOR CONSTRUCTION OF DISTRIBUTION FRAME VERTICAL TIMEFRAME

| Missed timeframe for completion of Distribution Frame Vertical Construction (clause 9.6) 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 |

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 Service Level Guarantees 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 any 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.