

SCHEDULE 3D

LICENSING OF BUILDING MDF DISTRIBUTION FRAME

CONTENTS

1. SCOPE	1
2. AVAILABILITY OF DISTRIBUTION FRAME MOUNTING	2
3. ORDERING AND PROVISIONING PROCEDURE	3
4. RESPONSE TIME	3
5. STUDIES AND APPROVALS	4
6. INSTALLATION OF SUBSCRIBER TIE CABLE AND TIE TERMINATION BLOCK	5
7. MAINTENANCE OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK	8
8. UNAUTHORISED ACCESS TO DISTRIBUTION FRAME MOUNTING	8
9. SINGTEL BUILD	9
10. REPLACEMENT OR ADDITION OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK	11
11. TERMS AND CONDITIONS FOR ACCESS	12
12. PROTECTION AND SAFETY	13
13. ACCESS AND APPROVALS REQUIRED	13
14. TERM OF LICENCE	14
15. SUSPENSION	15
16. TERMINATION OF LICENCE	15
17. SUB-LICENSING	18
ANNEX 3D.1: STANDARD OPERATING PROCEDURE (SOP) ON WORKING AT SINGTEL BUILDING MDF	
ANNEX 3D.2: ORDER FOR DISTRIBUTION FRAME	

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 sole purpose of enabling the Requesting Licensee to cross-connect a Local Loop or Sub Loop to the Requesting Licensee's equipment.
- 1.2 The Requesting Licensee may seek a licence with respect to available Distribution Frame Mounting owned by SingTel subject to:
- (a) the use by the Requesting Licensee of the Distribution Frame Mounting to enable the cross-connection of a Local Loop or Sub Loop to the Requesting Licensee's equipment; and
 - (b) the terms and conditions of this Schedule.
- 1.3 This Schedule only applies to Requesting Licensees who are FBOs.
- 1.4
- (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 5.1 and 9.4 (such as the completion of project studies and the assessment of applications) are subject to delays caused by events outside SingTel's reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.
 - (b) For the avoidance of doubt, a failure to meet these timeframes caused by events outside SingTel's reasonable control does not constitute a breach of this Schedule or this RIO Agreement.
- 1.5
- (a) If SingTel fails to meet the timeframe in this Schedule relating to provisioning work to be undertaken by SingTel under clause 9.9, and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.

- (b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.
- (c) The Requesting Licensee acknowledges that this remedy 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 provisioning timeframes 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 Distribution Frame Mountings for provision to itself and its Customers;
 - (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 or Customers;

SingTel Comments: Clause 2.2(d)

SingTel notes that some Customers, such as foreign embassies, impose certain restrictions on the availability and use of Distribution Frame Mounting in order to prevent or minimise the possibility of any security breach in respect of telecommunication services that are provided to that Customer through the relevant Distribution Frame Mounting. Clause 2.2(d) has been amended on this basis.

- (e) whether SingTel has plans or otherwise proposes to decommission the MDF or Distribution Frame Mounting;
- (f) the Distribution Frame Mounting is being used for another purpose in SingTel's Network at the time of a request under clause 3.2
- (g) reasonable requirements or restrictions imposed by SingTel in relation to access to SingTel building.

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

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 (**Request Date**) 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 4.2.

4.2 SingTel shall process a combined total of no more than four (4) Requests for Distribution Frame Mountings under this Schedule 3D from all Licensees by 5:00 pm each Business Day and subsequent Requests overflow to the next Business Day.

SingTel Comment: Clause 4.2
Clarifying amendment only.
SingTel Comments: Former clause 4.3

SingTel has deleted former clause 4.3 to further streamline the ordering and provisioning process in relation to the licensing of Distribution Frame Mounting as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

4.3 The Requesting Licensee shall pay to SingTel the application fee, inclusive of the cost incurred by SingTel to conduct a detailed study of the request, in accordance with Schedule 9, regardless of whether its Request for Distribution Frame Mounting is accepted or not.

5. STUDIES AND APPROVALS

5.1 Following receipt of a Request for Distribution Frame Mounting under clause 3.2, SingTel shall perform a study in respect of the Distribution Frame Mounting to ascertain whether the Distribution Frame Mounting is available (as determined in accordance with clause 2.2) on a preliminary basis.

SingTel Comments: Clause 5.1 and former clause 5.2

SingTel has amended clause 5.1 and deleted former clause 5.2 to further streamline the ordering and provisioning process in relation to the licensing of Distribution Frame Mounting as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

5.2 Following completion of the study under clause 5.1, SingTel shall provide notice to the Requesting Licensee of its approval of the Request for Distribution Frame Mounting (**Final Approval**) within four (4) Business Days of the date of the request together with the following information:

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

SingTel Comments: Clause 5.2

SingTel has deleted former clause 5.2 and amended clause former clause 5.3 (now 5.2) to further streamline the ordering and provisioning process in relation to the licensing of Distribution Frame Mounting as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

- 5.3 The Requesting Licensee acknowledges that SingTel licences Distribution Frame Mounting on an “as-is” condition.
- 5.4 SingTel may reject a Request for Distribution Frame Mounting within four (4) Business Days of the date of the request if:
- (a) the Requesting Licensee is not a FBO; or
 - (b) the Request for Distribution Frame Mounting is not in the prescribed form; or
 - (c) the Request for Distribution Frame Mounting does not contain all the required information; or
 - (d) the Distribution Frame Mounting is not available as determined under clause 2.2; or
 - (e) SingTel does not have any Distribution Frame Mountings in the area specified in the Request for Distribution Frame Mounting; or
 - (f) the information in the Request is incorrect or inaccurate;
 - (g) the Requesting Licensee has not obtained the necessary permits, consents, waivers authorisations or other rights required for SingTel to provide the licence for the Distribution Frame Mounting’
- 5.5 Subject to clause 16.10, 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) detailed information on the work method statement which shall include how the Requesting Licensee can prevent damage to SingTel’s existing MDF equipment (which means the cable(s), Termination Block(s), Jumper Wire(s), cable tray(s), rack(s), equipment and mounting block(s) found in the Building MDF room).
- 6.2 SingTel may accept or reject the plans, timetable and work method statement provided by the Requesting Licensee and the Requesting Licensee may not start work under this

clause until it has received SingTel's approval. If SingTel rejects the installation plan, installation timetable or the work method statement, SingTel 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 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 clauses 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 issue an order 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.

SingTel Comment: New clause 8.1(a) and (b)

SingTel notes that a failure by the Requesting Licensee to obtain a licence for access to the Distribution Frame Mounting is a very serious matter. SingTel considers that such a failure to constitutes a material breach of Schedule 3D and therefore justifies suspension or termination following the receipt of approval from the IDA.

New clause 8.1(b) permits SingTel to direct the Requesting Licensee to remove its equipment from Distribution Frame Mounting on 5 Business Days notice by SingTel. SingTel already has this right under clause 8.5 (formerly 8.3) where SingTel rejects a Request for Distribution Frame MountingLoop. New clause 8(b) permits SingTel to exercise this right upon discovery that the Requesting Licensee has access the Distribution Frame Mounting without a licence.

- 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.

SingTel Comments: Clause 8.3

Consequential amendment only. New clause 8.3 is based on former clause 8.5.

- 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).

SingTel Comments: Clause 8.4

Consequential amendment only. New clause 8.4 is based on former clause 8.1.

- 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.

SingTel Comment: Former clause 8.5

Consequential deletion only. Please refer to new clause 8.3.

9. SINGTEL BUILD

- 9.1 If SingTel rejects an application for the licence of a Distribution Frame Mounting under clause 5.4(d), 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 consists 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 thirty (30) 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 may provide the Requesting Licensee with a revised estimate of costs from time to time due to circumstances beyond its control. SingTel may suspend construction under this clause until the Requesting Licensee agrees to the revised charge.
- 9.11 The Requesting Licensee may cancel the Construction Order in writing prior to issuing the Construction Acceptance, but shall pay SingTel's costs arising from the Construction Order up to the time of cancellation.
- 9.12 On 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.

SingTel Comment: Clause 10.1

SingTel incurs certain unavoidable costs in processing requests under clause 10.1. Clause 10.1 has been amended to allow SingTel to recover the associated with processing such requests. SingTel considers that this amendment is fair and reasonable.

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 Subject to clause 14.2, the term of the Distribution Frame Mounting licence shall commence:

- (a) in the case of an existing Distribution Frame Mounting, on the date SingTel provides its acceptance under clause 5.2 and continues for a period of two (2) years from the date of the Request for Distribution Frame Mounting; or
- (b) in the case of a newly constructed Distribution Frame Vertical under clause 9, on the date of the Requesting Licensee's acceptance to construct under clause 9.7 and continues for two (2) years after the Ready for Service date under clause 9.12.

14.2 The term of the Distribution Frame Mounting licence under clauses 14.1(a) and (b) shall be automatically extended for six (6) month periods until:

- (a) the Distribution Frame Mounting licence is terminated in accordance with this Schedule;
- (b) the SingTel RIO is revoked by the Authority under clause 13.8 of the RIO Agreement; or
- (c) until 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 13.9 of the RIO Agreement.

SingTel Comment: Clause 14.2

Clarifying amendment only. SingTel has inserted new paragraphs (b) and (c) to ensure consistency of language with the main body of the RIO Agreement.

14.3 The Requesting Licensee may terminate the licence of the Distribution Frame Mounting after the expiry of the original term set out in clause (14.1(a) or 14.1(b) by giving SingTel no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.

SingTel Comment: Clause 14.3

SingTel has amended clause 14.3 to prevent Requesting Licensees from obtaining a licence to access the Distribution Frame Mounting for only a brief period of time before terminating the licence. Clause 14.3, as amended, provides SingTel with greater certainty in respect of network

planning and removes any incentive for Requesting Licensees to make frivolous or vexatious requests for access to the Distribution Frame Mounting.

14.4 SingTel may terminate the licence of the Distribution Frame Mounting with effect on or after the expiry of the original term under clause 14.1 by giving the Requesting Licensee no less than six (6) months written notice.

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 licence in respect of Local Loop or Sub Loop or the licence in respect of the Shared Line (as the case may be under Schedule 3A or 3B respectively) associated with the Distribution Frame Mounting, where that Distribution Frame Mounting has been newly constructed under clause 9, is terminated or expires;
- (d) the Requesting Licensee abandons the Distribution Frame Mounting;
- (e) the Distribution Frame Mounting has become unsafe or unsuitable for its purpose;

- (f) SingTel's right to own, maintain or operate the Distribution Frame Mounting is revoked or terminates or expires; or
- (g) 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 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 unremedied for a period of five (5) Business Days after receiving notice from the Terminating Party to do so.

16.3 If during the term of a Distribution Frame Mounting licence, any Distribution Frame Mounting licensed to the Requesting Licensee is:

- (a) no longer suitable for use in SingTel's reasonable opinion; or
- (b) no longer available to be licensed as determined by SingTel;

SingTel may terminate the lease of the Distribution Frame Mounting by giving six (6) months notice to the Requesting Licensee.

16.4 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.

16.5 Upon expiry or termination of the licence of Distribution Frame Mounting:

- (a) the Requesting Licensee must discontinue the use of the Distribution Frame Mounting; and
- (b) must disconnect all equipment connected to the Distribution Frame Mounting,

within ten (10) Business Days after the expiry of the Requesting Licensee's licence or from the date of termination of the licence, whichever is the earlier.

16.6 If the Requesting Licensee fails to disconnect its equipment for the Distribution Frame Mounting under clause 16.5, 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. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

- 16.7 Upon termination prior to the expiry of the licence term referred to in clause 14.1(b) (including such periods of extension thereto) by the Requesting Licensee under clause 14.3 or SingTel under clauses 16.1 (other than clauses 16.1(e) or (f)) or 16.2 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 14.1(b) (including such periods of extension thereto) 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 16.9 (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.
- 16.8 Upon expiry of the licence term referred to in clause 14.1(b) (including such periods of extensions thereto), 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 16.9 (the "Put Option"). If SingTel wishes to exercise the Put Option, SingTel must notify the Requesting Licensee in writing thirty (30) Business Days prior to the expiry of the Licence term.
- 16.9 For the purpose of clauses 16.7 and 16.8, 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.

16.10 If SingTel chooses not to exercise its Put Option under clauses 16.7 or 16.8, 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 DISTRIBUTION FRAME

ORDER FOR DISTRIBUTION FRAME

The Requesting Operator

Date of Application : _____ Application Reference Number : _____
Number of Distribution Frame Vertical 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 Operator

Application returned - incomplete/illegible
 Not Approved Reason for Rejection : _____
 Approved Circuit Identification Number : _____
Number of MDF Vertical allocated : _____
SingTel Approval Code : _____

On Behalf of SingTel

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

Processing Status

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