

SCHEDULE 3C – MODIFICATION REQUIRED

PLEASE SEE GENERAL REQUIREMENTS APPLICABLE TO SCHEDULE 3C SET OUT IN APPENDIX 1 AND SPECIFIC REQUIREMENTS SET OUT IN IDA'S ANNOTATIONS BELOW.

SCHEDULE 3C

SALE OF INTERNAL WIRING

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

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

SCHEDULE 3C

Sale of Internal Wiring

1. SCOPE

SCHEDULE 1.1 – MODIFICATION REQUIRED

- 1.1 This Schedule sets out the terms and conditions under which the Requesting Licensee may purchase SingTel's Internal Wiring for the sole purpose of providing telecommunication services to the Requesting Licensee's Customers. For the avoidance of doubt, this Schedule 3C is not to be used by the Requesting Licensee for the purpose of providing telecommunications services to itself.

SingTel's proposed amendments to Clause 1.1 restrict a Requesting Licensee from using Internal Wiring obtained under Schedule 3C for the purpose of providing telecommunication services to itself. IDA's view is that there is no justification for such a restriction. Given that a Requesting Licensee is able to obtain Internal Wiring to provide telecommunication services to other FBOs, SBOs and End Users, there is no basis to restrict the Requesting Licensee from similarly doing so for itself. In any event, SingTel did not provide any justification for this proposed amendment. Accordingly, IDA rejects SingTel's proposed amendments to Clause 1.1 and further directs SingTel to delete the phrase "to the Requesting Licensee's Customers".

CLAUSE 1.2 – MODIFICATION REQUIRED

- 1.2 The Requesting Licensee may purchase Internal Wiring owned by SingTel subject to:
- (a) the sale of the Internal Wiring being in connection with the supply by the Requesting Licensee of telecommunication services to the Requesting Licensee's Customer; and
 - (b) the terms and conditions of this Schedule.

Please see IDA's annotations above to Clause 1.1. As a consequential amendment, IDA directs SingTel to modify Clause 1.2 to remove any artificial restriction on the Requesting Licensee's ability for self-provisioning.

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

2. ORDERING

- 2.1 SingTel will provide access to and sale of Internal Wiring to the Requesting Licensee in individual pairs. The Requesting Licensee may, however, apply to purchase multiple pairs per application.
- 2.2 Prior to lodging a Request for Internal Wiring under clause 2.4, the Requesting Licensee may use Internal Wiring for up to three (3) Business Days in accordance with Annex 3A.1 of Schedule 3A and Annex 3C.1 of this Schedule provided that:
- (a) the Requesting Licensee has contracted with a Customer at whose premises the Internal Wiring is connected for telecommunication services; and
 - (b) the Requesting Licensee ensures that SingTel or any other Licensee is not using the Internal Wiring for any purpose whatsoever.
- 2.3 The Requesting Licensee shall indemnify SingTel against all loss, liability, costs, expenses and claims that arise from the Requesting Licensee's use of SingTel's Internal Wiring under clause 2.2.
- 2.4 The Requesting Licensee shall submit its Request for Internal Wiring to SingTel to purchase a pair of internal wires within three (3) Business Days of the commencement of its use of SingTel's Internal Wiring under clause 2.2 (**Request Date**) in the form of Annex 3C.2 containing the following information:
- (a) the address of the Customer's premises;
 - (b) the number of pairs; and
 - (c) the Requesting Licensee's contact details.
- 2.5 The Requesting Licensee shall pay to SingTel the application fee in accordance with Schedule 9, regardless of whether its Request for Internal Wiring is successful or not.

CLAUSE 3 – MODIFICATION REQUIRED

SingTel has proposed modifications to Clause 3 to increase the timeframes for processing applications for Internal Wiring (from the next Business Day to 3 Business Days from the Request Date) and to reduce the number of applications it would process (from 200 wire pairs to 30 applications per Business Day).

IDA does not consider it reasonable nor justifiable for SingTel to increase the application timeframes and to reduce the number of applications it would process. Taking into account SingTel's experience in implementing the RIO since 2001, IDA would expect SingTel to be more efficient in processing applications. Accordingly, IDA rejects SingTel's proposed modifications to Clause 3. In addition, please note that IDA reserves the right at any time to review and adjust the number of applications that SingTel must process.

3. ASSESSMENT OF REQUESTS

- 3.1** SingTel shall process all Requests for Internal Wiring on a “first come, first served” basis up to the maximum amount specified in clause 3.2.
- 3.2** SingTel shall process a combined total of no more than thirty (30) applications for Local Loop, Sub Loop, Line Sharing and Internal Wiring under Schedules 3A, 3B and 3C from all Licensees by 5.00 pm each Business Day and subsequent Requests shall overflow to the next Business Day.

SingTel Comments: Clause 3.2

SingTel has committed resources to process 200 wire pairs for 3 years since the IDA's last audit. The level of resources made available by the IDA in accordance with the requirements set out in Schedule 3 are disproportionate to the level of demand for Local Loops, Sub Loops, Line Sharing and Internal Wiring.

SingTel has amended clause 3.2 to reflect actual demand by Requesting Licensee's for Local Loops, Sub Loops, Line Sharing and Internal Wiring. It also ensures an efficient allocation of resources by SingTel, as SingTel's allocation of resources will be based on actual demand for Local Loops, Sub Loops, Line Sharing and Internal Wiring.

- 3.3** If SingTel approves a Request for Internal Wiring, SingTel shall provide the Requesting Licensee notice of its approval within three (3) Business Days of the Request Date.
- 3.4** SingTel may reject the Request for Internal Wiring and request the Requesting Licensee to discontinue the use of SingTel's Internal Wiring within three (3) Business Days of the Request Date if:
- (a) the Requesting Licensee is not a FBO;
 - (b) the Request for Internal Wiring is not in the prescribed form;

- (c) the Request for Internal Wiring does not contain all the required information;
- (d) the Requesting Licensee did not comply with the standard operating procedure for the use of SingTel's Internal Wiring as set out in Annex 3C.1;
- (e) the Requesting Licensee's use or proposed use of the Internal Wiring causes or would cause physical or technical harm, including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network;
- (f) SingTel has not installed any Internal Wiring in the area where the sale of Internal Wiring is requested;
- (g) the information in the Request for Internal Wiring is incorrect or inaccurate;
- (h) the Internal Wiring is being used for another purpose in SingTel's Network at the time of the Request for Internal Wiring; or
- (i) the Requesting Licensee's proposed use of the Internal Wiring is not for the purpose of providing telecommunication services.

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

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

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

4. SALE OF INTERNAL WIRING

4.1 Upon notification by SingTel of acceptance of a Request for Internal Wiring under clause 3.3:

- (a) SingTel agrees to sell and the Requesting Licensee agrees to acquire the Internal Wiring in accordance with this Schedule; and

- (b) the Requesting Licensee agrees to pay SingTel the Charges specified in Schedule 9 for the sale of the Internal Wiring.

SingTel Comment: Clause 4.1

Clarifying amendment only.

- 4.2** SingTel sells its Internal Wiring on an “as-is” basis. SingTel shall not be held liable for the condition of the Internal Wiring sold and shall not be responsible for any faults or interference on the Requesting Licensee’s services.

5. ACCESS TO DP AND INTERNAL WIRING

- 5.1** The Requesting Licensee shall only access the SingTel DP for the sole purpose of accessing the spare Internal Wiring it intends to purchase from SingTel. When accessing the SingTel DP, the Requesting Licensee must ensure that there is no interruption or disruption to any Internal Wiring used to serve an existing service of SingTel.

- 5.2** The Requesting Licensee must ensure that SingTel’s DP termination or Internal Wiring is protected from damage and from unauthorised access, use or modification. The Requesting Licensee must ensure that only its employees, agents or representatives have access to the SingTel’s DP and for the sole purpose of accessing the spare Internal Wiring.

- 5.3** The Requesting Licensee shall comply with, and ensure that its employees, agents and contractors comply with the terms and conditions for accessing SingTel’s DP in Annex 3C.1.

- 5.4** The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to physically access the DP and Internal Wiring of SingTel on the Requesting Licensee’s behalf, provided the Requesting Licensee first:

- (a) notifies SingTel of the name and contact details of the Contractor; and
- (b) procures that the Contractor complies with the provisions of this Schedule.

- 5.5** If the Requesting Licensee becomes aware of any activities which are in contravention of this Schedule by its employees or by its agents or Contractors, the Requesting Licensee must:

- (a) immediately notify SingTel of the contravention; and
- (b) take immediate action to prevent or discourage continuation of the contravention.

SingTel Comment: Clause 5.5

SingTel has amended clause 5.5 to ensure that the Requesting Licensee informs SingTel of a contravention immediately and takes immediate action to prevent or discourage a contravention.

6. STANDARD TERMS AND CONDITIONS

- 6.1** The Requesting Licensee shall be responsible for the maintenance and administration of the Internal Wiring purchased under this Schedule, including but not limited to tidying and diversion of Internal Wiring.
- 6.2** The Requesting Licensee is responsible for costs incurred due to its use of the Internal Wiring.
- 6.3** The Requesting Licensee shall compensate SingTel for any damage it causes to the Internal Wiring or the associated equipment prior to its purchase of the Internal Wiring under this Schedule.
- 6.4** When SingTel's and the Requesting Licensee's plant is damaged by a Third Party at the same location, SingTel has priority over the Requesting Licensee to work in SingTel's DP or damaged site.

7. UNAUTHORISED USE OF INTERNAL WIRING

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

CLAUSE 7.1(a) – MODIFICATION REQUIRED

- (a) notify the Authority that a material breach of this Schedule 3C 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 3C;

SingTel must obtain IDA's approval under Clauses 12.2 or 13.2 of Part II of the Main Body of the RIO Agreement for suspension or termination of the RIO Agreement and IDA has discretion whether to grant its approval. In this respect, SingTel must modify Clause 7.1(a) to provide that SingTel must obtain the Authority's approval under Clauses 12.2 or 13.2 before it can suspend or terminate Schedule 3C as the case may be.

- (b) direct the Requesting Licensee to, within two (2) Business Days of the notice, discontinue its use of the Internal Wiring and remove its services from the Internal Wiring; and/or
- (c) direct the Requesting Licensee to, within two (2) Business Days of the notice, submit a Request for Internal Wiring in accordance with clause 2.

SingTel Comment: New clause 7.1(a)

SingTel notes that a failure by the Requesting Licensee to purchase Internal Wiring is a very serious matter. SingTel considers that such a failure constitutes a material breach of Schedule 3C and therefore justifies suspension or termination following the receipt of approval from the IDA.

Clause 7.1(b) permits SingTel to direct the Requesting Licensee to remove its services from the Internal Wiring following notice by SingTel.

7.2 The Requesting Licensee must pay SingTel's reasonable costs incurred in investigating the unauthorised use.

7.3 If the Requesting Licensee does not remove its services from the Internal Wiring within two (2) Business Days of the notice under clause 7.1(b), SingTel may remove the Requesting Licensee's service(s) and the Requesting Licensee shall be liable for any reasonable costs associated with its removal.

7.4 If SingTel rejects the Request for Internal Wiring under clause 7.1(c), the Requesting Licensee must discontinue its use of the Internal Wiring and remove its services from the Internal Wiring within two (2) Business Days.

8. ACCESS AND APPROVALS REQUIRED

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

- 8.2** The Parties shall comply with clause 16.5 of the main body of this RIO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the sale of Internal Wiring.

SingTel Comment: Clause 8.2 (formerly clause 8.1(b))

SingTel has amended former clause 8.1(b) to ensure consistency of language with clause 10.1 and 9.1 of Schedules 3A and 3B respectively.

9. PROTECTION AND SAFETY

9.1 Each Party is responsible for the safe operation of its Network and shall, so far as is reasonably practicable, take all necessary steps to ensure that access to the Internal Wiring, its operations and its implementation of this Schedule:

- (a) do not endanger the safety or health of any person, including the employees and contractors of the other Party; and
- (b) do not damage, interfere with or cause any deterioration in the operation of the other Party's Network, provided that SingTel's POTS and existing services will take precedence and be retained if the interference is not otherwise resolvable.

9.2 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to SingTel's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Internal Wiring.

10. FAULT REPORTING

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

11. TERMINATION

CLAUSE 11.1(a) – MODIFICATION REQUIRED

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

- (a) the Requesting Licensee is in material breach of this Schedule, provided that:
 - (i) SingTel provides the Requesting Licensee with notice of the breach; and
 - (ii) the Requesting Licensee has failed to rectify the breach within five (5) Business Days after receiving the notice; or

Consistent with IDA's required amendments to Clauses 12.1(d) and 13.1(d) of Part II of the Main Body of SingTel's RIO, IDA directs SingTel to modify Clause 11.1(a) by extending the notice period to 14 Calendar Days.

- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Internal Wiring in contravention of a law and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the law.

ANNEX 3C.1

STANDARD OPERATING PROCEDURES FOR THE USE OF INTERNAL WIRING

(1) General Scenarios for the Use of Internal Wiring

- (a) The Requesting Licensee may purchase the Internal Wiring under the following 3 general scenarios:
- (i) **Scenario 1**

Customer churns from ¹Operator A to ²Operator B but ceases Operator A's service after Operator B's service has commenced.
 - (ii) **Scenario 2**

Customer churns from Operator A to Operator B and ceases Operator A's service before commencing Operator B's service.
 - (iii) **Scenario 3**

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

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

- (a) **Scenario 1:** Customer churns from Operator A to Operator B but ceases Operator A's service after Operator B's service has commenced.
- (i) If Operator B provides own Loop Distribution and DP, the operating procedures for Operator B are:
 - (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
 - (2) If a maintenance spare pair is available in the existing grey wire, connect the maintenance spare pair to Operator B's DP.

¹ Operator A refers to Party A.

² Operator B refers to Party B.

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

- (5) If Customer chooses (A), remove the existing pair and connect to the allocated distribution pair on Operator A's DP.
- (6) If Customer chooses (B), install new Internal Wiring and connect to the allocated distribution pair on Operator A's DP.
- (7) Each Licensee provides Jumper Wires and does jumpering at its own Building MDFs.

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

- (i) If Operator B provides own Loop Distribution and DP, the operating procedures for Operator B are:
 - (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
 - (2) If a maintenance spare pair is available in the existing grey wire, disconnect the working pair from Operator A's DP and connect to Operator B's DP.
 - (3) If a maintenance spare pair is not available, explain to the Customer that only one pair exists and future repair will not be speedy. Ask the Customer to decide between:
 - (A) using the existing pair so that no additional wiring needs to installed; or
 - (B) installing new Internal Wiring so as to facilitate speedier repair of wires in future.
 - (4) If Customer chooses (A), remove the existing pair and connect to Operator B's DP.
 - (5) If Customer chooses (B), install new Internal Wiring and connect to Operator B's DP.
- (ii) If Operator B shares Operator A's DP and leases Loop Distribution from Operator A, the operating procedures for Operator B are:
 - (1) Survey and verify the existing grey wire to identify the pair being used as well as maintenance spare pair availability.
 - (2) Operator B licences Loop Distribution from Operator A.

- (3) If a maintenance spare pair is available in the existing grey wire, disconnect the working pair from Operator A's DP and connect on the allocated distribution pair.
- (4) If a maintenance spare pair is not available, explain to the Customer that only one pair exists and future repair will not be speedy. Ask the Customer to decide between:
 - (A) using the existing pair and no additional wiring need to be installed;
 - (B) installing new Internal Wiring so as to facilitate speedier repair of wires in future.
- (5) If Customer chooses (A), remove the existing pair and connect to the allocated distribution pair on Operator A's DP.
- (6) If Customer chooses (B), install new Internal Wiring and connect to the allocated distribution pair on Operator A's DP.
- (7) Each Licensee provides Jumper Wires and does jumpering at its own Building MDFs.

(c) Scenario 3: Customer subscribes to additional service from Operator B and maintains existing subscription to Operator A.

- (i) If Operator B provides own Loop Distribution and DP, the operating procedures for Operator B are:
 - (1) Survey and verify the existing grey wire to identify the pair being used and maintenance spare pair availability.
 - (2) If a maintenance spare pair is available in the existing grey wire, connect the maintenance pair on Operator B's DP.
 - (3) If a maintenance spare pair is not available, explain to the Customer that an additional pair is not available and both Operators' services cannot be provided without installing new Internal Wiring.
 - (4) Install Internal Wiring with Customer's consent and connect working pair of new wiring on Operator B's DP.

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

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

ANNEX 3C.2

ORDER FOR THE PURCHASE OF INTERNAL WIRING

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

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

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

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

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

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