

**SCHEDULE 4 – LEASING OF BUILDING MDF DISTRIBUTION FRAME****1. SCOPE**

- 1.1 This **Schedule 4** sets out the terms and conditions under which PTCL will lease the Operator to use PTCL's Building MDF Distribution Frame Mounting Arm (Distribution Frame Mounting) (which means the horizontal bars on the MDF belonging to PTCL meant for the mounting of Termination Block(s)) for the sole purpose of enabling the Operator for connectivity to the Operator's equipment.
- 1.2 The Operator may seek a Lease with respect to available Distribution Frame Mounting owned by PTCL subject to:
  - (a) the use by the Operator of the Distribution Frame Mounting to enable the cross-connection of (its MDF with PTCL's MDF) a Local Loop or Sub Loop to the Operator's equipment; and
  - (b) the terms and conditions of this Schedule.
- 1.3 This Schedule only applies to Operators who are LL Operators.

**2. AVAILABILITY OF DISTRIBUTION FRAME MOUNTING**

- 2.1 PTCL will provide the Operator with a Lease to use Distribution Frame Mountings in individual one hundred (100) pairs block.
- 2.2 For the purposes of this Schedule, PTCL may have regard to the following when assessing the availability of a Distribution Frame Mounting:
  - (a) PTCL's reasonably anticipated requirements in the next four (4) years for Distribution Frame Mountings for provision to itself and its Customers;
  - (b) PTCL's reasonably anticipated requirements in the next four (4) years for Distribution Frame Mountings for operations and maintenance purposes;
  - (c) the other Licensee's 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 imposed on PTCL by Governmental Agencies; and
  - (e) any PTCL plans to decommission the MDF or Distribution Frame Mounting.
- 2.3 PTCL shall allocate Distribution Frame Mounting in one hundred (100) pair blocks.

### **3. ORDERING AND PROVISIONING PROCEDURE**

- 3.1 The Ordering and Provisioning Procedure for the Lease of available Distribution Frame Mounting applies only to existing Distribution Frame Mounting currently not being used for any other purpose in PTCL's Network at the time of a Request.
- 3.2 The Operator shall submit its Request for Distribution Frame Mounting to PTCL in the form 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 PTCL shall process all Requests on a 'first come, first served' basis.
- 4.2 PTCL shall acknowledge the receipt of the Request the next Business Day by providing the Operator the date the application would be processed (Processing Date).
- 4.3 The Operator shall pay to PTCL the application fee in accordance with **Schedule 11**, regardless of whether its Request for Distribution Frame Mounting is accepted or not.

### **5. STUDIES AND APPROVALS**

- 5.1 PTCL shall perform a study in respect of the Distribution Frame Mounting on or before the Processing Date to ascertain whether the Distribution Frame Mounting is available (as determined in accordance with clause **2.2** of this **Schedule 4**) on a preliminary basis.
- 5.2 Following the completion of the study, PTCL will notify the Operator of either its acceptance or rejection of the Request for Distribution Frame Mounting within three (3) Business Days from the Processing Date.
- 5.3 PTCL shall, at the time of notifying the Operator of an acceptance of the Request for Distribution Frame Mounting, provide its final approval together with the following information:
  - (a) the number of the Distribution Frame Mountings approved; and
  - (b) the Distribution Frame Mounting allocated for Lease, (Final Approval).
- 5.4 The Operator acknowledges that PTCL Leases Distribution Frame Mounting on an "as-is" condition.
- 5.5 PTCL may reject a Request for Distribution Frame mounting if:

- (a) the Request for Distribution Frame Mounting does not contain all the required information; or
- (b) the Distribution Frame Mounting is not available as determined under clause **2.2** of this **Schedule 4**; or
- (c) PTCL does not have any Distribution Frame Mountings in the area specified in the Request for Distribution Frame Mounting.

5.6 Nothing in this Schedule vests in the Operator 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 Operator will provide the following to PTCL:

- (a) detailed installation plan and detailed installation time table; and
- (b) detailed information on the work method statement, which shall include how the Operator can prevent damage to PTCL'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 PTCL may accept or reject the plans; timetable and work method statement provided by the Operator and the Operator may not start work under this clause until it has received PTCL's approval. Such acceptance or rejection must be provided within ten (10) Business Days of provision by Operator of the information set out in clause **6.1** above. If PTCL rejects the installation plan, installation timetable or the work method statement, PTCL 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 Operator. The Operator may then re-submit those documents for PTCL's approval.

6.3 The Operator shall use the Distribution Frame Mounting(s) leased under this Schedule for the termination of Subscriber Tie Cable only. The Operator 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 Operator shall provide its cable tray, mounting frame or any other installation materials that are required for the installation.

6.4 The Operator shall only install the type of Termination Block specified by PTCL from time to time for terminating Subscriber Tie Cables at the Distribution Frame Mounting.

6.5 The Operator 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 PTCL's Distribution Frame Mounting(s), the Operator must comply with the Standard Operating Procedures ("SOP") for working at PTCL MDF in **Annex 4.1** as amended from time to time, and any written instructions (relating to particular circumstances not covered by the SOP) which are provided to the Operator by PTCL from time to time.
- 6.7 The Operator 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** of this **Schedule 4**.
- 6.8 Upon completing the installation, the Operator shall notify PTCL and submit to PTCL 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 Operator fails to submit a Work Completion Report in accordance with clause **6.8**, PTCL 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 Operator.
- 6.10 PTCL 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**, PTCL shall notify the Operator 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 PTCL's request to do so. The Operator shall bear all reasonable costs for reinstallation and corrective action, and the costs of PTCL incurred for inspection of the corrective action. PTCL may still inform and require the Operator to make adjustments to its installation where the installation does not conform to the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.
- 6.11 If the Operator fails to install or take the appropriate corrective action, PTCL may take appropriate corrective action. The reasonable cost for the corrective action shall be borne by the Operator.
- 6.12 Where, during the course of installation, the Operator causes any damage to PTCL's MDF, Distribution Frame Mounting(s) or MDF equipment, the Operator must report the damage immediately to PTCL. The Operator shall not attempt to repair PTCL's damaged MDF, Distribution Frame Mounting(s) or MDF equipment. PTCL shall rectify any damage in any way it deems fit, the reasonable cost and expense for the repair thereof shall be recovered from the Operator.

- 6.13 If the Operator detects a fault, defect or problem in the Distribution Frame Mounting to which access has been approved, it must notify PTCL as soon as practicable.
- 6.14 If the work to be performed by the Operator under this clause is not materially completed or not materially completed correctly as identified under this clause, PTCL may immediately terminate the Lease granted under this Schedule in respect of the Distribution Frame Mounting.

## **7. MAINTENANCE OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK**

- 7.1 The Operator must:
- (a) Maintain its Subscriber Tie Cable and Tie Termination Block in PTCL's Distribution Frame Mounting(s) in good working order; and
  - (b) Take such other action as a reasonable prudent; and
  - (c) Keep the Distribution Frame Mounting in a tidy and safe condition.

## **8. UNAUTHORIZED ACCESS TO DISTRIBUTION FRAME MOUNTING**

- 8.1 Without prejudice to any other rights PTCL may have (whether under contract, at law, or in equity), where PTCL identifies that the Operator has accessed its Distribution Frame Mounting(s) without having obtained a Lease in accordance with this Schedule, PTCL shall notify the Operator and the Operator must, within two (2) Business Days of the notice, submit a Request for Distribution Frame Mounting in accordance with clause 3. As part of the request for access, the Operator must provide documentary evidence of the date of installation. If the Operator 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 Interconnection Agreement.
- 8.2 Where PTCL approves the Request for Distribution Frame Mounting, the Operator must pay, within five (5) Business Days from the date of approval, PTCL's reasonable costs incurred in investigating the unauthorized use and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 8.1) in accordance with **Schedule 11**.
- 8.3 If the Operator fails to pay the arrears after five (5) Business Days from the date of approval, the Operator must discontinue use and remove its MDF equipment within five (5) Business Days.
- 8.4 If PTCL rejects the Request for Distribution Frame Mounting, the Operator must pay, within five (5) Business Days from the date of rejection, PTCL's reasonable costs incurred in investigating the unauthorized use and the Charges in arrears calculated from the date of access in accordance with clause 8.1 and the Operator must discontinue use and remove its MDF equipment within ten (10) Business Days.

- 8.5 Where the Operator fails to discontinue of use and remove its MDF equipment in accordance with clause **8.3** or **8.3**, PTCL may remove the MDF equipment and the Operator shall pay any reasonable costs associated with its removal.

**9. REPLACEMENTS OR ADDITION OF SUBSCRIBER TIE CABLE OR TIE TERMINATION BLOCK**

- 9.1 If the Operator 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 leased Distribution Frame Mounting, the Operator 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.
- 9.2 Where the replacement, modification, rearrangement or addition of Subscriber Tie Cable or Tie Termination Block requires the Leasing of an additional Distribution Frame Mounting, the Operator must submit a Request for Distribution Frame Mounting under clause **3**.

**10. TERMS AND CONDITIONS FOR ACCESS**

- 10.1 The Operator must ensure that PTCL's Building MDF, Distribution Frame Vertical and Distribution Frame Mountings are protected from damage and from unauthorized access, use, or modification.
- 10.2 The Operator shall not make physical contact with or otherwise interfere, change or damage PTCL's MDF Termination Block, Termination Pin, cable tray or Jumper Wires.
- 10.3 When accessing the PTCL Distribution Frame Mounting, the Operator must use its reasonable endeavors to prevent any interruption or disruption to existing PTCL's services. The Operator shall not make any unauthorized access, use, modification or cause damage to the PTCL Distribution Frame Mounting while accessing the Distribution Frame Mounting.
- 10.4 The Operator must comply with the SOP on Working at PTCL's Building MDF in **Annex 4.1**.
- 10.5 The Operator must ensure that only its employees, agents or representatives have access to the PTCL's Distribution Frame Mounting for the sole purpose of accessing Operator's Subscriber Tie Cable and Tie Termination Block.
- 10.6 The Operator may, under an agreement with another person (Contractor), allow the Contractor to access the licensed Distribution Frame Mounting on the Operator's behalf, provided the Operator first:
- (a) Notifies PTCL of the name and contact details of the Contractor; and
  - (b) Ensure that the Contractor shall comply with the provisions of this Schedule.

- 10.7 If the Operator becomes aware of any activities, which are in contravention of this Schedule by its employees, agents, or Contractors, the Operator must take any such action, which may be reasonably available to it to prevent or discourage continuation of such activities.
- 10.8 The Operator shall manage its own operations and maintenance requirements.
- 10.9 When both PTCL's equipment and the Operator's equipment at the same MDF are damaged, PTCL shall have priority to conduct work on its damaged equipment.

## **11. PROTECTIONS AND SAFETY**

- 11.1 Each Party is responsible for the safe operation of its equipment on the Distribution Frame Mounting.
- 11.2 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 PTCL's POTS and existing services shall take precedence and be retained if the interference is not otherwise resolvable.
- 11.3 If it is necessary to carry out repair or upgrading of any equipment or facility forming part of the PTCL Distribution Frame Mounting, PTCL shall, where reasonably practicable, provide the Operator with reasonable notice of such repairs or upgrades. PTCL shall not be liable for any loss caused by such repair or upgrading.

## **12. ACCESS AND APPROVALS REQUIRED**

- 12.1 The Parties shall comply with the main body of this Interconnection Agreement in relation to the obtaining of all Leases, permits, consents, waivers, authorizations and intellectual property or other rights required for the provision of the leased Distribution Frame Mounting.

## **13. TERM OF LEASE**

- 13.1 The term of the Distribution Frame Mounting Lease shall commence on the date PTCL provides its acceptance under clause 5.2 and continues for a period of two (2) years and for such other period as extended under clause 13.2.
- 13.2 The term of the Distribution Frame Mounting Lease under clause 13.1 shall be automatically extended for six (6) month periods until termination of this Interconnection Agreement or terminated in accordance with this Schedule.

13.3 The Operator may terminate the Lease of the Distribution Frame Mounting by giving PTCL no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.

13.4 PTCL may terminate the Lease of the Distribution Frame Mounting with effect on or after the expiry of the original term under clause **13.1** by giving the Operator no less than six (6) months written notice.

#### **14. SUSPENSION**

14.1 PTCL may suspend the Operator's access to its Distribution Frame Mounting until further notice if the Lease of the Distribution Frame Mounting causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of PTCL or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of PTCL's Network.

14.2 Without limiting the exclusions or limitations of liability in this Interconnection Agreement, PTCL shall not be liable to the Operator for any Loss resulting from, or in connection with, suspension of access to Distribution Frame Mounting under this clause **14**.

#### **15. TERMINATION OF LEASE**

15.1 PTCL may immediately terminate a Lease of Distribution Frame Mounting if:

- (a) the Operator is no longer an LL Operator;
- (b) in PTCL's reasonable opinion, the Operator is using the Distribution Frame Mounting in contravention of an applicable law, Lease, regulation or direction.
- (c) the Operator abandons the Distribution Frame Mounting;
- (d) the Distribution Frame Mounting has become unsafe or unsuitable for its purpose;
- (e) PTCL's right to own, maintain or operate the Distribution Frame Mounting is revoked or terminates or expires; or
- (f) 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 PTCL or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of PTCL's Network.

15.2 Either Party ("**Terminating Party**") may terminate a Lease 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 five (5) Business Days after receiving notice from the Terminating Party to do so.



15.3 If during the term of a Distribution Frame Mounting Lease, any Distribution Frame Mounting leased to the Operator is:

- (a) No longer suitable for use in PTCL's reasonable opinion; or
- (b) No longer available to be leased as determined by PTCL; PTCL may terminate the lease of the Distribution Frame Mounting by giving six (6) months notice to the Operator.

15.4 The Operator shall bear its own cost associated with the termination of the Distribution Frame Mounting Lease, and the Operator shall be responsible for making such alternative arrangements as are necessary to continue to provide its Customers with services using the Distribution Frame Mounting.

15.5 Upon expiry or termination of the Lease of Distribution Frame Mounting:

- (a) The Operator 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 Operator's Lease or from the date of termination of the Lease, whichever is the earlier.

15.6 If the Operator fails to disconnect its equipment for the Distribution Frame Mounting under clause **15.5**, PTCL shall remove the Operator's equipment. The Operator shall pay to PTCL all reasonable costs associated with the work undertaken by PTCL including the disposal of the Operator's equipment. In such event, the Operator shall have no claim whatsoever against PTCL.

## **16. SUB-LEASING**

16.1 The Operator must not assign the Lease in respect of or sub-let the Distribution Frame Mounting.

**ANNEX 4.1 – STANDARD OPERATING PROCEDURE (SOP) ON WORKING AT PTCL BUILDING MDF****1. INTRODUCTION**

- 1.1 This Annex provides the principles and Standard Operating Procedures for working at PTCL's Building MDF.
- 1.2 The Operator shall strictly observe the requirements and practices while working at PTCL's Building MDF in order to protect and ensure the integrity of PTCL'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 300 mm clearance measured from existing PTCL's cable rack(s) or cable(s), whichever is the higher. The Operator shall not dismantle nor adjust either wholly or partly any of the existing PTCL's 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 Operator's earthing point.
- 2.3 The Operator 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 Operator.