

**SCHEDULE 12A**

**RL TO RL INTERCONNECTION SERVICE**

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## SCHEDULE 12A

### RL TO RL INTERCONNECTION SERVICE

#### 1. GENERAL

1.1 This Schedule sets out the terms and conditions under which NetLink Trust will provide the Requesting Licensee with the **RL to RL Interconnection Service**, which shall consist of either:

- (a) direct connection between the Requesting Licensee's Co-Located Equipment and the Co-Located Equipment of another Requesting Licensee who has successfully obtained Co-Location Service licence within the same Central Office, or
- (b) interconnection of the Requesting Licensee's Co-Location Equipment with the Co-Location Equipment of another Requesting Licensee by patching the NetLink Trust FDF connected to the first Requesting Licensee to the NetLink Trust FDF connected to the second Requesting Licensee, via a Patch Cable ("Additional Option"), provided that:
  - (i) Notwithstanding anything in this ICO Agreement to the contrary, the Additional Option shall only be made available to the Requesting Licensee at NetLink Trust's reasonable discretion; and
  - (ii) The Requesting Licensee undertakes to pay all reasonable costs incurred by NetLink Trust in relation and directly attributable to the provision of the Additional Option, including but not limited to costs incurred in relation to construction and building materials, equipment and cables, cable trays, submissions to third parties and government agencies for design plan approvals, building alteration works and equipment and cable installations. Such costs shall be recovered on a Cost-Oriented Basis.

1.2 This Schedule 12A only applies to Requesting Licensees who:

- (a) have obtained a Co-Location Service licence in accordance with Schedule 12 of this ICO Agreement; or
- (b) are submitting or have submitted a Co-Location Request in accordance with Schedule 12 of this ICO Agreement.

1.3 Except as provided in this Schedule 12A, the Requesting Licensee shall, at its own cost, provide all installation materials and manpower needed for the installation of the RL to RL Interconnection. Where certain work is to be carried out by NetLink Trust under this Schedule, and the quantum of the Charge is not defined under Schedule 15 (Charges), the Requesting Licensee must pay all the reasonable costs incurred by NetLink Trust in the provisioning of the RL to RL Interconnection Service, subject to the following conditions:

- (a) the costs incurred by NetLink Trust will relate to the work that NetLink Trust needs to perform in order to provide the RL to RL Interconnection Service at a Central Office;
- (b) before incurring the costs, NetLink Trust will provide the Requesting Licensee with prior reasonable notice that the Requesting Licensee's request requires NetLink Trust to undertake such work and such notice shall clearly and with sufficient detail set out the following:
  - (i) the reasonable costs which NetLink Trust seeks to recover from the Requesting Licensee in respect of the costs incurred by NetLink Trust (including a breakdown of the individual cost components and justification for incurring each cost component); and
  - (ii) based on the information set out in paragraph (i), a binding quote to the Requesting Licensee in respect of the work to be undertaken by NetLink Trust which shall be valid for a period of ten (10) Business Days (or such other time as may be agreed between the Parties) from the date they are notified to the Requesting Licensee by NetLink Trust;
- (c) NetLink Trust shall obtain the prior approval of the Requesting Licensee to the costs noted in the notice within the time period under paragraph (b)(ii) and if the Requesting Licensee does not provide its approval within that time period, then NetLink Trust may suspend NetLink Trust's work under this clause 1.3 until the Requesting Licensee agrees. For the avoidance of doubt, the Requesting Licensee shall not be liable to bear any costs incurred by NetLink Trust under clause 1.3 unless the Requesting Licensee has given its prior approval under this clause 1.3(c); and
- (d) any dispute in respect of determining the reasonable costs set out in the notice shall be resolved in accordance with Schedule 17 of the ICO Agreement.

1.4 The Requesting Licensee may request for one or more RL to RL Interconnection Services provided that the Requesting Licensees to be interconnected share the same Co-Location Space at the same Central Office and that all other requirements as set out in this Schedule 12A are met.

- 1.5 The Requesting Licensee shall obtain prior approval in writing from the proposed Requesting Licensee (**Proposed Requesting Licensee**) it is planning to have a RL to RL Interconnection with.
- 1.6 The Requesting Licensee and the Proposed Requesting Licensee shall be responsible for working out the terms of their obligations to each other relating to the RL to RL Interconnection. NetLink Trust shall not be required to participate in any negotiations and/or be liable for any disputes, losses and damages arising from the RL to RL Interconnection and any interconnection agreement entered into between the Requesting Licensee and the Proposed Requesting Licensee.
- 1.7 NetLink Trust shall not be responsible for any damage to the Requesting Licensee's and the Proposed Requesting Licensee's Co-Location Equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond NetLink Trust's control in the Central Office other than to the extent that it is the result of a negligent, wilful or reckless breach of this ICO Agreement by NetLink Trust.
- 1.8 The timeframes in this Schedule 12A relating to provisioning work for RL to RL Interconnection Service to be undertaken by NetLink Trust under clauses 2.4 and 2.5 (**RL to RL Interconnection Requests**), 3.1 (**Project Studies**), 4.1 (**Site Preparation Work**) may be subject to delays caused by events outside NetLink Trust's reasonable control, in which case such failure to meet the timeframes shall not constitute a breach of this ICO Agreement and clause 1.9(a) of this Schedule 12A shall not apply, provided that NetLink Trust must notify the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the events and specifying a new date for completion of the relevant provisioning work which is extended for the period of such delays.
- 1.9 (a) NetLink Trust will provide Service Level Guarantees in respect of Project Studies and Site Preparation Work as set out in Annex 12AB. If NetLink Trust fails to meet any Service Level Guarantee applicable to this Schedule and the failure to meet such Service Level Guarantee is solely caused by NetLink Trust, its contractors and/or suppliers, NetLink Trust will provide a remedy to the Requesting Licensee in accordance with Annex 12AB:
- (b) The Requesting Licensee acknowledges that the remedy provided under clause 1.9(a) 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 Service Level Guarantees for Project Studies and Site Preparation Work and shall be NetLink Trust's sole and exclusive liability to the Requesting Licensee for such failure.

- 1.10 Information relating to the Co-Location Space that is available, whether there is sufficient space at the relevant Co-Location Spaces at the Central Office for RL to RL Interconnection, procedures and forms for ordering the RL to RL Interconnection Service and an updated list of COs, including information on whether any of the listed COs has been earmarked for decommissioning, will be available on NetLink Trust Platform, for access by the Requesting Licensee through secured means. The secured access to NetLink Trust Platform will require payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. The aforementioned information is made available on the NetLink Trust Platform. For the avoidance of doubt, where NetLink Trust has imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access NetLink Trust Public Website, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the NetLink Trust's Service Portal.
- 1.11 Onsite charges are applicable whenever Requesting Licensee requests for NetLink Trust to be onsite other than for provisioning of RL to RL Interconnection Service or for reasons caused by NetLink Trust's fault or error.

## **2. ORDERING AND PROVISIONING PROCEDURE**

- 2.1 NetLink Trust shall process requests for RL to RL Interconnection Service (**RL to RL Interconnection Requests**) in a non-discriminatory manner on a first-come-first-serve basis.
- 2.2 The Requesting Licensee may submit RL to RL Interconnection Requests either together with its Co-Location Request or after it has obtained a Co-Location Space Service Licence in accordance with Schedule 12.
- 2.3 The Requesting Licensee shall submit its RL to RL Interconnection Request using a RL to RL Interconnection Request Form in the form of Annex 12AA either via manual means or NetLink Trust Platform containing but not limited to the following information:
- (a) the name and contact details of the Proposed Requesting Licensee to which the RL to RL Interconnection Service is sought;
  - (b) the Requesting Licensee's contact details;
  - (c) confirmation that the RL to RL Interconnection to be installed at the Co-Location Space at that Central Office is for the purpose of connecting to the Proposed Requesting Licensee's Co-Location Equipment and the provision of services over the NetLink Trust Network; and

- (d) a letter signed by both the Requesting Licensee and the Proposed Requesting Licensee confirming that the RL to RL Interconnection Request sought has been agreed upon by both parties.

2.4 (A) Within one (1) Business Day of the date on which NetLink Trust receives the RL to RL Interconnection Request (**Request Date**), NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

- (a) the RL to RL Interconnection Request is not in the prescribed form;
- (b) the RL to RL Interconnection Request does not contain the required information or the information provided is inaccurate or misleading;
- (c) NetLink Trust has plans or otherwise proposes to decommission the Central Office within six (6) months of the date of the RL to RL Interconnection Request; or
- (d) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

(B) Alternatively, where NetLink Trust receives the Request for the RL to RL Interconnection Request (Request Date) via the NetLink Trust Platform, NetLink Trust will validate and notify the Requesting Licensee, so that the Requesting Licensee is able to make the necessary corrections, in real time, if the Request does not meet any one of the following requirements:

- (a) Data entered for the fields does not meet the required format;
- (b) the RL to RL Interconnection Request does not contain all the required information or the information provided is inaccurate or misleading;

Within one (1) Business Day of the date on which NetLink Trust receives the Request via the NetLink Trust Platform for the RL to RL Interconnection Request (**Request Date**), NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

- (a) NetLink Trust has plans or otherwise proposes to decommission the Central Office within six (6) months of the date of the RL to RL Interconnection Request; or

- (b) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

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

2.5 Within three (3) Business Days of the Request Date, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted, or if rejected, for any one of the following reasons:

- (a) there is insufficient space in the relevant cable tray at the relevant Co-Location Spaces at the Central Office;
- (b) the provision of the RL to RL Interconnection at a Central Office will give rise to significant health, safety, technical or engineering issues; or
- (c) there are security and confidentiality requirements or restrictions imposed on NetLink Trust by Governmental Agencies.

Where NetLink Trust rejects the RL to RL Interconnection Request, NetLink Trust must provide reasons explaining the basis for rejection promptly.

2.6 The Requesting Licensee shall be liable for and shall pay NetLink Trust the RL to RL Interconnection Ordering Charge for processing the RL to RL Interconnection Request as provided in Schedule 15 (Charges), irrespective of the outcome of the RL to RL Interconnection Request, unless the RL to RL Interconnection Request was wrongfully rejected by NetLink Trust.

### **3. PROJECT STUDY**

3.1 Except where NetLink Trust has rejected a RL to RL Interconnection Request under clauses 2.4 and 2.5, NetLink Trust must complete a Project Study within fifteen (15) Business Days of the Request Date. The Requesting Licensee must pay the Project Study Fee specified in Schedule 15 (Charges).

- (a) The Project Study normally entails a joint site survey with the Requesting Licensee to determine the space and Site Preparation Works required at the Co-Location Space.

- 3.2 Following completion of the Project Study, NetLink Trust shall provide the Requesting Licensee with the following information ascertained as a result of the Project Study:
- (a) the estimated Charges for the Site Preparation Work (including a breakdown of the major components of the Charges) and an outline of the major elements of the Site Preparation Work to be undertaken by NetLink Trust; and
  - (b) the number of Business Days (which shall not exceed twenty five (25) Business Days as specified in clause 4.3) reasonably expected to complete the Site Preparation Work.
- 3.3 NetLink Trust shall be entitled to levy and receive the Project Study Fee provided in Schedule 15 (Charges) irrespective of whether the Requesting Licensee proceeds with the RL to RL Interconnection Request after completion of the Project Study.

#### **4. SITE PREPARATION WORK**

- 4.1 Within ten (10) Business Days from the date of notification of the result of the Project Study under clause 3.2 (or such other time as may be agreed between the Parties), the Requesting Licensee shall confirm in writing whether it wishes to proceed with the RL to RL Interconnection and whether it agrees to pay the estimated Charges for Site Preparation Work.
- 4.2 NetLink Trust shall use its best endeavours to complete the Site Preparation Work within the estimated charges. If NetLink Trust's costs increase above NetLink Trust's estimate set out in the notice under clause 3.2(a) (as may be varied from time to time under this clause 4.2), NetLink Trust must as soon as possible provide the Requesting Licensee with a revised price estimate. NetLink Trust must obtain the prior approval of the Requesting Licensee to the revised price estimate and if the Requesting Licensee does not provide its approval, then, NetLink Trust may suspend the Site Preparation Work until the Requesting Licensee agrees to the revised price estimate.
- 4.3 NetLink Trust shall complete any Site Preparation Work within a period of twenty five (25) Business Days of the date on which the Requesting Licensee notifies NetLink Trust under clause 4.1 that it wishes to proceed with the RL to RL Interconnection and agrees to pay the estimated Charges. Subject to delays that may result from suspension of Site Preparation Work under clause 4.2, if NetLink Trust is not able to complete the Site Preparation Work within the timeframe under this clause 4.4, NetLink Trust shall inform the Requesting Licensee of when the Site Preparation Work will be completed.
- 4.4 Within one (1) Business Day after the completion of the Site Preparation Work, NetLink Trust will notify the Requesting Licensee and request the Requesting Licensee and the

Proposed Requesting Licensee to attend the Central Office for a final site inspection of the Co-Location Space.

## **5. INSTALLATION AND MAINTENANCE OF RL TO RL INTERCONNECTION IN CO-LOCATION SPACE**

5.1 The Requesting Licensee shall:

- (a) provide all installation materials and manpower needed for the installation of the RL to RL Interconnection;
- (b) be responsible for patching the cable into their respective equipment; and
- (c) be responsible for any cables that may be installed between its Co-Location Space and the Proposed Requesting Licensee's Co-Location Space.

5.2 The Requesting Licensee acknowledges that:

- (a) it will fully indemnify and hold NetLink Trust harmless at all times against all actions, claims, proceedings, costs (including legal costs), losses or damages or expenses for injuries or death to any person whomsoever, which may be brought against NetLink Trust by any person out of or in connection with any loss or damage to any property, including third party equipment, resulting from the actions or omissions of the Requesting Licensee's employees or contractors;
- (b) it must comply with any guidelines for accessing and working in the Central Office issued by NetLink Trust from time to time;
- (c) it must maintain good engineering and operational practices in its use of its equipment; and
- (d) the technical means by which NetLink Trust supplies the RL to RL Interconnection Service, including the power and earthing, is at NetLink Trust's sole discretion.

5.3 The Requesting Licensee shall, immediately on notice from NetLink Trust, remove from the Central Office any hardware, software or cabling component of the Requesting Licensee that NetLink Trust (in its discretion) considers may cause or is likely to cause a hazard, interference or obstruction to NetLink Trust's operation of the Central Office.

## **6. SUSPENSION OF LICENCE**

- 6.1 NetLink Trust may suspend the RL to RL Interconnection at any time until further notice to the Requesting Licensee if the cable(s) for the RL to RL Interconnection causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of NetLink Trust or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of NetLink Trust's Network.
- 6.2 Subject to clause 14 of the Main Body of the ICO Agreement, NetLink Trust shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of the RL to RL Interconnection under this clause 6. For the avoidance of doubt, nothing in this clause 6.2 shall exclude or limit NetLink Trust's liability to a greater extent than clause 14 of the Main Body of the ICO Agreement.

## **7. TERMINATION OF RL TO RL INTERCONNECTION SERVICE**

- 7.1 The Requesting Licensee may terminate the RL to RL Interconnection Service Licence by giving NetLink Trust at least one (1) month prior notice.
- 7.2 Upon expiry or termination of the Requesting Licensee's and/or the Proposed Requesting Licensee's Co-Location Service licence pursuant to Schedule 12, any corresponding RL to RL Interconnection Service shall be deemed to be simultaneously terminated.
- 7.3 Upon termination of the RL to RL Interconnection Service the Requesting Licensee must discontinue the use of the Co-Location Space dedicated to the RL to RL Interconnection and remove its dedicated equipment for RL to RL Interconnection from the Co-Location Space without undue delay.

**ANNEX 12AA**

**RL TO RL INTERCONNECTION REQUEST FORM**

<b>Requesting Licensee</b>	Date of Application: _____	Application Reference Number: _____
	Location of CO:	RL to RL Interconnection to:
		[Company Name of the Proposed Requesting Licensee]
	Co-Location Space Grid Reference	
	From:	To:
	Type of cable to be deployed:	
	Any special requirement:	

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

Please attach a letter of authorisation from the Proposed Requesting Licensee

For and on Behalf of Requesting Licensee

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

NetLink Trust's Response:                      Date: \_\_\_\_\_

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

**ANNEX 12AB**

**SERVICE LEVEL GUARANTEES**

**1. REBATES FOR PROJECT STUDY TIMEFRAMES**

NetLink Trust shall provide Service Level Guarantees in respect of the completion of Project Study within 15 Business Days from the date of the request.

<b>Missed timeframe for completion of Project Study by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x (50% of Project Study Fee) / 30
More than 30 Calendar Days	50% of Project Study Fee

**2. REBATES FOR SITE PREPARATION WORK**

NetLink Trust shall provide Service Level Guarantees in respect of the completion of Site Preparation Work within 25 Business Days from the date of the Requesting Licensee’s agreement to proceed with Site Preparation Work.

<b>Missed timeframe for completion of Site Preparation Work by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x (50% of Site Preparation Charge) / 30
More than 30 Calendar Days	50% of Site Preparation Charge

**3. CLAIM PROCEDURES**

- (a) A claim by the Requesting Licensee shall be made in writing within thirty (30) Calendar Days of the completion of the Project Study or Site Preparation Work (as applicable). 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 timeframe under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim. NetLink Trust will respond within thirty (30) Calendar Days from the date of claim stating if the claim by the Requesting Licensee: (a) is valid for rebates; or (b) includes invalid claim. Where NetLink Trust assessed that the Requesting Licensee’s claim is invalid, NetLink Trust will explain its basis or

require the Requesting Licensee to provide additional information. For valid claims submitted within the timeframe, NetLink Trust shall provide the rebate in its next Invoice.

- (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 NetLink Trust and will be reflected in NetLink Trust's bill to the Requesting Licensee.
- (c) The guarantee and rebates provided by NetLink Trust under this Annex 12AB are:
  - (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
  - (ii) subject to this Schedule 12A.
- (d) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim under this Annex 12AB, NetLink Trust 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 17 of the ICO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 16 of the ICO Agreement.