

# Annex (1)

## Other Associated Services For Full LLU Service

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## 1. DESCRIPTION OF SERVICE:

- a. Other Associated Services shall be defined as facilities, if available at the time of the request, and at a JT site provided for the Alternative Operators in order to be able to purchase Full LLU Service.
  
- b. JT may offer Other Associated Services at any of JT sites (published on JT web site), provided that the request is technically feasible and reasonable.
  
- c. Other Associated Services includes:
  - i. Collocation space services
  - ii. Tie cable.
  - iii. Power (AC 230 V)
  - iv. Air-conditioning
  - v. Fire-protection and fighting.
  - vi. Lighting system
  - vii. Backhauling connectivity
  - viii. Site information
  - ix. Intra building link

- d. Associated Services under the control of JT and required for use by the Alternative Operators, it is being understood that JT shall not be required to construct new facilities and/ or extend its existing facilities for lease to such other Alternative Operators. For the avoidance of doubt, JT is not required to invest to meet Alternative Operator's requirements for Other Associated Services. On the other hand, JT may have to adapt its facilities to provide the Associated Services, such cost incurred as a result of adapting JT facilities shall be accepted by the Alternative Operator before the costs are incurred and be paid by the Alternative Operator. Thereby, JT is only allowed to invoice the Alternative Operator costs which are actually incurred.

**2. TERMS AND CONDITIONS:**

- a. JT offers Other Associated Service to Alternative Operators provided that there are sufficient, available and/ or unreserved facilities at the requested JT site.
- b. Other Associated Services are technically feasible, reasonable and will not adversely affect the operational integrity of the existing equipment at JT site under the control of JT or any other Third Party.
- c. Other Associated Services are provided for a minimum of one (1) Year lease. The Alternative Operator may cancel the Other Associated Services upon written notice at least one (1) month prior to the date of termination. In case of early termination of the LLU Agreement or any of the Other Associated Services, the Alternative Operator shall pay all the charges agreed upon for the whole LLU Agreement (or any of the Other Associated Services) initial or renewed contractual term.
- d. The LLU Agreement for this Service will be automatically renewed for the same contractual period unless JT receives a notice of termination one (1) month prior to the validity date.

- e. Other Associated Services will be offered on first-come-first served and may be reserved up to six (6) months in advance provided the request for reservation is reasonable, the facilities are available and the relevant reservation forms have been completed and charges were paid to JT. For the avoidance of doubt, the costs of reservation are equal to the costs of actual usage of the Service.
  
- f. During the LLU Agreement contract period, the Alternative Operator's responsibilities include the followings:
  - i. The Alternative Operator shall not make any changes by itself or through third party to JT facilities without a prior written approval from JT. JT should respond to the modification request within fifteen (15) working Days of receipt of a request.
  
  - ii. The Alternative Operator shall bear all the costs of the changes mentioned in clause (2.f.i) above whenever approved by JT.
  
- g. The Alternative Operator should make changes, if approved, under the supervision of JT.
  
- h. Any damages not affecting JT or other Alternative Operators services that may occur to JT facilities during installation, operating, maintaining the Alternative Operator equipment or during changes made to JT facilities by the Alternative Operator or on behalf of it will be borne by the Alternative operator. For the avoidance of doubt, the Alternative Operator shall bear the costs of such damages and the correction should be supervised and approved by JT, if the Alternative Operator is not correcting the damages as stated above within one week from the notification, JT will proceed with the reasonable works necessary to correct the damages and charge the Alternative Operator the full cost incurred
  
- i. Any damages that affecting JT or other Alternative Operators services that may occur to JT facilities during installation, operating, maintaining the Alternative Operator equipment or during changes made to JT facilities by the Alternative Operator or on behalf of him will be corrected directly by JT. For the avoidance of doubt, the Alternative Operator shall bear the costs of such damages and associated losses.

- j. JT has the right to make changes in its premises or facilities without the need for permission from the Alternative Operator unless these changes affect the operation of the Alternative Operator's equipment or modify the contracted space made available by JT to the Licensee as per the present Service. Should these changes affect the Service as purchased by the Alternative Operator from JT, then JT has to make prior written notice as set out in the Offer to the affected Alternative Operator to find an acceptable and reasonable solution.
  
- k. JT is not responsible for any damages that may occur to the Alternative Operator's equipment due to Force Majeure.
  
- l. In the case of a fault occurring on any Other Associated Services supplied by and under the control of JT, JT shall commence to resolve the fault within eight (8) working hours of opening a trouble-ticket by the affected Alternative Operator to JT. The Alternative Operator shall bear the costs of resolving the fault unless it can be shown by the Alternative Operator that the responsibility for the fault lies with JT.
  
- m. JT shall provide six (6) months advance warning notice in writing to the Alternative Operator to stop providing the Other Associated Services provided in the following circumstance
  - i. Decision to close or remove the site where Other Associated Services are in use.
  
  - ii. Maintenance works of the real estate requesting movement of the Other Associated Services are in use.
  
  - iii. Redevelopment or civil works affecting the facilities in use for the Services or expected to affect the provision of Other Associated Services.
  
  - iv. In the event that JT reconfigures its Network in order to increase its efficiency of its Network or JT has a planned upgrade program, as new equipment will be installed in the Site.

### 3. CHARGES:

- a. Specific charges vary from Service location to another and are available on request from the Alternative Operator as part of the feasibility study which commences the provisioning process (See JT Offer, Annex E).
- b. Cancellation of Order for Other Associated Services shall incur charges that reflect the actual effort incurred by JT up to the point of formal notification of Cancellation Request and cost per hour as approved by TRC.
- c. The charges of Other Associated Services are listed in the price lists of this Offer.
- d. For more details about Other Associated Services billing and charging structure, see Annex B of this Offer.

### 4. DETAILS OF OTHER ASSOCIATED SERVICES:

- a. **Collocation Services: The following Collocation Service is available subject to the provisions of this Service Schedule:**
  - i. Co-mingling (Floor space) in shared room for a standard 60 by 90 by 200 centimeter cabinet provided by JT.
  - ii. Dedicated Space (Secured rooms/partitions) for the exclusive use of the Alternative Operator (where available) for the installation of equipment in cabinets provided by the Alternative Operator.
  - iii. Adjacent Collocation (Land Space) within JT premises.

- iv. Adjacent building Collocation in the adjacent building to JT is permitted.

The minimum chargeable Collocation Service will be as follows:

- i. One cabinet for floor space.
- ii. 4 square meters for secured room and the square meters of areas are rounded up to the nearest integer.
- iii. 20 square meters for land space.

## **b. Tie Cable Service**

### **i. THE SERVICE**

The Internal Tie Cable Service consists of a twisted pair cable connecting JT MDF and the Alternative Operator's HDF in accordance with the specifications provided by JT.

A technical description of the Internal Tie Cable is available in the IMP of the Offer.

### **ii. DEFINITIONS**

In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meaning given in Annex (A).

### **iii. SERVICE TERMS**

1. This Service Schedule applies to the ordering and provision of Internal Tie Cables.
2. Each Internal Tie Cable shall consist of a cable, chosen from a standard list contained in the Internal Tie Cable specification provided by JT in the IMP. At the time of provision of the Internal Tie Cable, JT will notify the Alternative Operator of the estimated cable length. The routing of the Internal Tie Cable within the MDF Site shall be at the sole discretion of JT.



3. The Internal Tie Cable shall be associated with Handover Distribution Frame provided by Alternative Operator. While the terminal blocks will be provided and installed by JT at the Handover Distribution Frame.

**iv. Forecasts for additional Internal Tie Cables**

At the beginning of each quarter, the Alternative Operator shall provide a forecast of the expected requests for the Tie Cables in each quarter of the Year following the date of the forecast per each MDF site, in the form required by JT from time to time. The Alternative Operator shall use all reasonable endeavors to forecast accurately given that JT is placing reliance on those forecasts. However JT is not committed to meet the forecasts set by the Alternative Operator.

**v. Provision of Service**

1. If there is Encompassing/Adjacent Collocation, the Alternative Operator shall provide at its expense suitable accommodation for the JT equipment associated with Internal Tie Cables and Handover Distribution Frames. JT shall have access to JT equipment in the Alternative Operator Equipment Room at all times for provision and or maintenance of Internal Tie Cables and JT equipment.
2. If there is Co-mingling collocation, a Handover Distribution Frame shall be provided by JT as part of the standard installation of the Co-mingling, unless the Alternative Operator formally requests the use of its own equipment for termination of Internal Tie Cables. If the Alternative Operator subsequently requires an HDF it may place a further order for its installation.
3. The Alternative Operator shall place an Order Form for additional Internal Tie Cable(s). The Order Form may be rejected by JT if any information provided by the Alternative Operator would prevent JT, acting reasonably, from processing the Order Form or, if it is a duplicate Order Form. The requested installation date shall be no earlier than three (3) weeks following the Order Form placement
  - a. JT shall, based upon the Alternative Operator's requirements as defined in the additional Internal Tie Cable Order Form, undertake a survey at the required MDF Site. Based on the results of the survey, JT shall provide to the Alternative Operator the ready for Service date, or a

reason why, at this time, JT is unable to progress the Order Form no later than one (1) week after Order Form placement

4. If the Alternative Operator cancels the additional Internal Tie Cable order, once JT have provided the ready for Service date, the Alternative Operator shall be liable for the Additional Tie Cable Order Cancellation Fees, as defined in the Price List.

**vi. Tie Cable Cessation**

The Alternative Operator shall pay the Internal Tie Cable Early Cancellation fee and the Internal Tie Cable Cease charge as appropriate, in accordance with the Price List. The Alternative Operator acknowledges that these charges shall be applicable in the event that the Alternative Operator terminates its request for a Specified Floor Area at an MDF Site.

**vii. Charges**

The Alternative Operator shall pay to JT the relevant Charges as set out in Price List of JT's Offer.

**viii. Billing Period**

The Billing Period in respect of the Service shall be thirty (30) Days. The Billing Period shall commence on the date of the first billing date of the JT billing cycle after installation and may include billing on a pro rata time basis for the period between the Service Request to the next billing cycle to ensure compatibility with the JT billing cycle.

**c. Power:**

- i. The power type that JT will provide is an Alternative Current (AC) 230/240 Volts.
- ii. The minimum charge is five (5) Amperes for each cabinet using floor space or secured room and then it is incremented by one (1) Ampere (even for decimals of 1 A).

- iii. For land space (adjacent collocation) within JT premises, the Alternative Operator is requested to address the Electricity Company and to provide its own electricity meter.
- d. Air-conditioning, Fire-protection & fighting and lighting system: it is JT responsibility to make them available using JT standard where it is technically feasible and reasonable.
- e. JT will provide the Backhauling connectivity/capacity as per the related JT Dedicated Capacity Reference Offer
- f. Site information: the published information at JT web site will be free, while other information will be subject to charges.
- g. Intra-building links: Intra-building link is any telecom cable, such as and not limited to Telephone cable, power cable, earthing cable, connecting the Alternative Operator's collocated equipment with any other equipment of the same Alternative Operator in the same JT site or adjacent collocated equipment within JT premises. This Service may be requested by the Alternative Operator with additional setup costs and the unit price is per meter length. Some of them may include:
  - a. installation material: cable tray, cable trunks.
  - b. civil services where it is possible: raised floor, false ceiling, partitioning and opening holes in the building.