

**SCHEDULE 7B**  
**WHOLESALE LOCAL LEASED CIRCUITS (TAIL CIRCUITS)**

## SCHEDULE 7B

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## SCHEDULE 7B

### WHOLESALE LOCAL LEASED CIRCUIT (TAIL CIRCUITS) SERVICE

#### 1. SCOPE

##### ***CLAUSE 1.1 – MODIFICATION REQUIRED***

1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with the Wholesale Local Leased Circuits (Tail Circuits) Service (**TLLC Service**) for the carriage of digital communications between an End User's site and the Requesting Licensee's co-located equipment. The TLLC Service is provided for the sole purpose of enabling the Requesting Licensee to establish a connection between its co-located equipment and the End User's site for use as a transparent input in the provision of a telecommunications service to the End User.

*SingTel must modify clause 1.1 to align the definition of TLLC with the definition specified in paragraph 7.2.6.1 of Appendix Two of the Code. In this respect, SingTel must define a TLLC Service as a service for the provision of tail local leased circuits to allow the Requesting Licensee to establish a connection between an End User's site to the exchange building controlled by SingTel nearest to and serving the End User's site. SingTel must not impose any other restriction on the manner in which the Requesting Licensee may use the tail local leased circuits.*

##### ***CLAUSE 1.2 – MODIFICATION REQUIRED***

1.2 The TLLC Service is a dedicated end-to-end link connecting:

- (a) the End User's site and
- (b) the Requesting Licensee's Co-located equipment at the SingTel Exchange Building nearest to and serving the End User's site,

at the bandwidths options set out in Annex 7B-1 and where the technical means of delivery of the TLLC Service in accordance with this description is at SingTel's sole discretion.

*As clause 1.5 already governs the technical means of delivery of the TLLC Service, to ensure consistency, SingTel must delete the phrase "and where the technical...at SingTel's sole discretion". In addition, please refer to IDA's annotations below to Section 2 of Annex 7B-4.*

- 1.3 The provision of Co-Location Space and physical access thereto at Co-Location Sites for the purposes of being supplied with the TLLC Service must be acquired by the Requesting Licensee in accordance with Schedule 8E.

**CLAUSE 1.4 – MODIFICATION REQUIRED**

- 1.4 For the avoidance of doubt, the end link for the End User’s site for the TLLC Service shall not terminate at any premises not approved by SingTel for the purpose set out in clauses 1.1 to 1.3 including but not limited to cable stations, earth stations, SingTel exchanges, SingTel FM sites, manholes, MDF Rooms, rooms housing Distribution Points, Power Rooms, lead-in pipes, ducting, at any outdoor site, sites outside mainland Singapore or at any premises not owned by the Requesting Licensee or its End Users (**Excluded Sites**). The TLLC Service will not be provided in respect of any Excluded Sites.

*IDA will not permit SingTel to unilaterally approve or restrict the list of premises for which the end link of the circuit may terminate. The Code specifies that, so long as the end link terminates at an End User’s site, SingTel must provide the TLLC Service to the Requesting Licensee. In this respect, subject to the modification required by IDA, clauses 1.1 to 1.3 above already specify the purposes for which the TLLC Service must be provided. Therefore, SingTel must delete clause 1.4 in its entirety. As a general principle, IDA will not permit SingTel to adopt any provision in its mandated wholesale offering of LLCs that is more onerous or worse off as compared to SingTel’s retail LLCs offering (please also refer to paragraph 1 of Annex 1 of this Direction).*

**CLAUSE 1.5 – MODIFICATION REQUIRED**

- 1.5 The technical means of delivery (including routing) of the FLLC Service shall be at the sole discretion of SingTel, provided that the routing configuration shall be no less favourable than the routing which SingTel provides to its Customers.

*Consistent with the Code’s requirement that a Dominant Licensee must not discriminate against competing licensees vis-à-vis itself, its affiliates and its customers in the provision of mandated wholesale services, SingTel must amend clause 1.5 to state that the technical means of delivery (including routing) of the TLLC service will be no less favourable than that which SingTel provides to itself, its affiliates and its customers.*

*In addition, IDA notes the following typographical error – reference to “FLLC” Service should be replaced with “TLLC” Service.*

- 1.6 This Schedule only applies to the Requesting Licensee if it is an FBO.

- 1.7 (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 2.3, 3.1 and 3.3 (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.

***CLAUSE 1.8 – MODIFICATION REQUIRED***

- 1.8 (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause [4.1], and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.

***For consistency with Schedule 7A, the reference to “clause [4.1]” in clause 1.8(a) should be amended to “this Schedule”.***

- (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.

***IDA notes that SingTel's retail LLCs offering provides for service level guarantees. As a general principle, IDA will not permit SingTel to adopt any provision in its mandated wholesale offering of LLCs that is more onerous or worse off as compared to SingTel's retail LLCs offering (please also refer to paragraph 1 of Annex 1 of this Direction). Therefore, consistent with a Dominant Licensee's obligation of non-discrimination, SingTel must modify clause 1.8 to provide for service level guarantees on terms that are no worse off than what SingTel provides under its retail LLCs offering.***

- 1.9 For the avoidance of doubt, grooming or aggregation does not form part of the TLLC Service. Grooming and aggregation is the responsibility of the Requesting Licensee.

## **CLAUSES 2, 3 AND 4 GENERALLY – MODIFICATION REQUIRED**

*IDA is of the view that the existing ordering, provisioning, project study and delivery procedures set out in clauses 2 to 4 are cumbersome and can be significantly streamlined to provide for a more efficient process. In this connection, IDA notes that under its retail LLCs offering, SingTel is able to activate LLCs within 3 weeks from the date of request in the case of regular provisioning, and within 3 days from the date of request in the case of “express” provisioning. IDA’s findings are supported by the feedback received from the industry. As a general principle, IDA will not permit SingTel to adopt any provision in its mandated wholesale offering of LLCs that is more onerous or worse off as compared to SingTel’s retail LLCs offering (please also refer to paragraph 1 of Annex 1 of this Direction). Therefore, consistent with a Dominant Licensee’s obligation of non-discrimination, SingTel must streamline the ordering, provisioning and delivery processes in clauses 2, 3 and 4 to provide for (a) service activation within 3 weeks for regular provisioning; and (b) service activation within 3 days for “express” provisioning, and to ensure that these processes are no worse off than those under its retail LLCs offering.*

*In addition, Requesting Licensees must also be allowed to submit a single application form to request for activation of multiple circuits terminating at the same site (consequential amendments must also be made to Annex 7B-2 to clarify that the Requesting Licensee may order multiple circuits to the same site in each request). In relation to the application charge under Schedule 9 for each request to activate multiple circuits, SingTel may only levy a single charge for processing the request, but may levy a separate charge for each circuit the Requesting Licensee requests activation.*

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

- 2.1 The Requesting Licensee shall submit a request for TLLC Service activation in the form of a TLLC Activation Request (**TLAR**) provided in Annex 7B-2 containing the following information:
- (a) the End User’s name and address;
  - (b) the bandwidth required for the TLLC;
  - (c) the TLLC Service Co-location Site and name;
  - (d) the TLLC Service Co-location Tie Cable pair identification (for n x 64Kbps, 2Mbps, 45Mbps or 155Mbps TLLC Bandwidth); and

- (e) the Requesting Licensee's contact details.

**CLAUSES 2.2 AND 2.3 – MODIFICATION REQUIRED**

- 2.2 In accordance to Schedule 8E, the TLLC Service Co-location Tie Cable pair must be provisioned prior to the Requesting Licensee submitting the TLAR.

*Please refer to paragraph 2 of Annex 1 to this Direction. IDA's policy objective is to encourage Requesting Licensees to roll-out their LLCs trunk networks in an efficient and cost-effective manner, thereby promoting facilities-based competition. IDA's view is that the requirement that TLLC Service Co-location Tie Cable pair must be provisioned before the Requesting Licensee may submit the TLAR, has the effect of unreasonably delaying TLLC Service provisioning. Accordingly, SingTel must modify clause 2.2 (as well as propose any other consequential amendment to any other clause in this Schedule) in order to allow concurrent processing of the TLAR and Co-location requests.*

- 2.3 The TLAR must be provided to SingTel no less than thirty (30) Business Days prior to the requested date of activation for TLLC Service.

*SingTel must modify clause 2.3 to address the following requirement:*

- (a) *Please see IDA's annotations above to clauses 2, 3 and 4 generally, requiring SingTel to activate service within 3 weeks in the case of regular provisioning and 3 days in the case of "express" provisioning. In this connection, IDA's assessment is that the current lead-time of 30 Business Days for TLLC Service activation in clause 2.3 is unreasonable and IDA's findings are supported by the feedback received from the industry.*
- (b) *Should SingTel reject the TLAR form, SingTel must provide a written explanation to substantiate the rejection.*

- 2.4 SingTel shall acknowledge the receipt of the TLAR by 5pm on the next Business Day after it is submitted by providing the Requesting Operator with a request identification number and the date for processing the TLAR (**Processing Date**).

**CLAUSE 2.5 – MODIFICATION REQUIRED**

- 2.5 For administrative reasons, SingTel will only process TLARs that are submitted at least sixty (60) Business Days before the expiry of either the TLLC Central Term or the TLLC Non-Central Term.

*IDA's assessment is that this clause does not comply with the Code's requirements (please refer to paragraph 2.3 of Annex 1 to this Direction). The Requesting Licensee must have the ability to assess for itself if it is feasible to obtain a TLLC for the remaining period prior to the expiry of the TLLC Central Term or TLLC Non-Central Term, taking into account the period of time SingTel requires to process its request. SingTel must delete clause 2.5 in its entirety. However, SingTel may provide for its ability to reject a TLAR on the basis that the service activation will take place after the expiry of either the TLLC Central Term or the TLLC Non-Central Term, as the case may be.*

**CLAUSE 2.6 – MODIFICATION REQUIRED**

2.6 The TLARs from all Requesting Licensees will be processed on a “first come first served” basis subject to the total cumulative number of applications to be processed in clause 2.7.

*Please refer to IDA's annotations below to clause 2.7. SingTel must modify clause 2.6 by deleting the reference to the restriction on the total cumulative number of applications provided for in clause 2.7. In addition, consistent with a Dominant Licensee's obligation of non-discrimination, SingTel must clarify that it will process the TLARs on a “non-discriminatory first come first served” basis.*

**CLAUSE 2.7 – MODIFICATION REQUIRED**

2.7 The cumulative number of TLARs submitted under this Schedule 7B and FLARs submitted under Schedule 7A from all Requesting Licensees are:

- (a) five (5) requests from any Requesting Licensee shall be accepted on each Business Day, with subsequent requests overflowing to the next Business Day; and
- (b) twenty (20) requests from all Requesting Licensees shall be accepted each week, with subsequent requests overflowing to the next week.

*IDA notes that SingTel's retail LLCs offering does not limit the number of requests per day and per week. As a general principle, IDA will not permit SingTel to adopt any provision in its mandated wholesale offering of LLCs that is more onerous or worse off as compared to SingTel's retail LLCs offering (please also refer to paragraph 1 of Annex 1 of this Direction). Therefore, consistent with a Dominant Licensee's obligation of non-discrimination, SingTel must delete clause 2.7 in its entirety.*

**3. PROJECT STUDY**

**CLAUSE 3.1 – MODIFICATION REQUIRED**

3.1 SingTel will perform a Project Study in relation to the TLAR submitted by the Requesting Licensee within ten (10) Business Days after the Processing Date. The Project Study will normally entail a site survey to the End User’s site to determine and assess any technical and/or operational issues amongst other matters with respect to space, cable routing and equipment.

*Please refer to IDA’s annotations above to clauses 2, 3 and 4 generally. SingTel must streamline its processes to comply with IDA’s stated requirements (including service activation within 3 weeks for regular provisioning and within 3 days for “express” provisioning).*

**CLAUSE 3.2 – MODIFICATION REQUIRED**

3.2 For the purposes of this Schedule and the processing of each TLAR, SingTel may have regard to the following when assessing the availability of the TLLC Service:

- (a) SingTel’s reasonably anticipated requirements in the next two (2) years for the TLLC Service for the provision to itself and its Customers;
- (b) SingTel’s reasonably anticipated requirements in the next two (2) years for the TLLC Service for operations and maintenance purposes;

*The Code imposes an obligation on SingTel to provide mandated wholesale LLCs to Requesting Licensees. In this respect, SingTel cannot prevent a Requesting Licensee from obtaining mandated wholesale LLCs by “reserving” any available circuit for future use. Therefore, SingTel must delete clauses 3.2(a) and 3.2(b) in their entirety.*

- (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 imposed on SingTel by Governmental Agencies; and
- (e) whether SingTel has plans or otherwise proposes to decommission the TLLC Service.

*IDA’s position is that SingTel should only reject a request for a TLLC on the basis that the TLLC has been earmarked by SingTel for decommissioning, if such decommissioning will occur within a reasonable timeframe from the date of request. The Requesting Licensee should be given the flexibility to decide if it is feasible to obtain a TLLC for the remaining period prior*

*to decommissioning. IDA's view is that providing for decommissioning 6 months in advance is reasonable. SingTel must modify clause 3.2(e) to incorporate the above requirements.*

**CLAUSE 3.3 – MODIFICATION REQUIRED**

3.3 Following completion of the Project Study, SingTel will notify the Requesting Licensee that either:

- (a) the TLAR has been given in-principle approval (in which case SingTel will provide an estimated RFS Date and advise the type of connectors and the length of the associated cables referred to in clause 4.5 for the TLLC Service connection that is to be provisioned); or
- (b) the TLAR has been rejected.

*Please refer to IDA's annotations above to clauses 2, 3 and 4 generally. SingTel must streamline its processes to comply with IDA's stated requirements (including service activation within 3 weeks for regular provisioning and within 3 days for "express" provisioning).*

**CLAUSE 3.4 – MODIFICATION REQUIRED**

3.4 SingTel may reject a TLAR if:

- (a) the TLAR is in respect of an Excluded Site;

*Please refer to IDA's annotations above to clause 1.4(a). As a consequential amendment, SingTel must delete clause 3.4(a) in its entirety.*

- (b) the Requesting Licensee is not an FBO;
- (c) the TLAR is not in the prescribed form;
- (d) the TLAR does not contain all the required information;
- (e) if any work, operation or use by the Requesting Licensee in relation to the TLLC Service causes (or SingTel reasonably believes will cause) SingTel to incur additional costs beyond the normal provisioning of the TLLC Service;

*Sub-section 5.3.5.7 and paragraph 7 of Appendix Two of the Code impose an obligation on SingTel to provide TLLC Service to a Requesting Licensee. As a general principle, any cost*

*that SingTel wants to recover must be approved by IDA and consistent with the requirements of the Code. IDA will not permit SingTel to reject any request for a TLLC on a case-by-case basis, based on SingTel's unilateral assessment that it will "incur additional costs beyond the normal provisioning of the TLLC Service". Accordingly, SingTel must delete clause 3.4(e) in its entirety.*

- (f) SingTel reasonably determines that any geographical or technical limitations of the SingTel network or its delivery systems will not enable the TLLC Service to be activated at the time requested by the Requesting Licensee;

*In the event that any TLLC Service activation should be delayed by events beyond SingTel's reasonable control, clause 1.7 of this Schedule 7B will apply to govern the matter. IDA will not permit SingTel to reject any request for a TLLC on a case-by-case basis, based on SingTel's unilateral determination that it cannot activate service in time. Sub-section 5.3.5.7 and paragraph 7 of Appendix Two of the Code impose an obligation on SingTel to provide TLLC Service to a Requesting Licensee. Accordingly, SingTel must delete clause 3.4(f) in its entirety.*

- (g) SingTel reasonably determines that it does not have any TLLC in the area which is the subject of the TLAR;
- (h) SingTel reasonably determines that it does not have available resources including, without limitation, availability of suitable network infrastructure;

*SingTel must modify clause 3.4(h) to specify the instances where SingTel does not have available resources (for example, in the case of network unavailability because SingTel's existing network does not serve the End User's site), otherwise clause 3.4(h) must be deleted in its entirety. As drafted, IDA's assessment is that this provision is vague and unreasonable.*

- (i) the Requesting Licensee has not obtained access to the necessary Co-Location Sites for connection of the TLLC Service in accordance with Schedule 8E.

*Please refer to IDA's annotations above to clause 2.2. IDA's view is that the requirement that access to the Co-Location Sites must be obtained before the Requesting Licensee may submit the TLAR, has the effect of unreasonably delaying TLLC Service provisioning. Accordingly, SingTel must modify clauses 3.4(i) (as well as propose any other consequential amendment to any other clause in this Schedule) in order to allow concurrent processing of the TLAR and Co-location requests.*

**CLAUSE 3.5 – MODIFICATION REQUIRED**

3.5 The Requesting Licensee acknowledges that a grant by SingTel of the in-principle approval under clause 3.3(a) is SingTel’s best-estimate only and does not require SingTel to ensure that the TLLC Service will be available at the requested time stated in the TLAR.

*IDA’s assessment is that clause 3.5 is unreasonable. In the event that any TLLC Service activation will be delayed by events beyond SingTel’s reasonable control, clause 1.7 of this Schedule 7B should govern the matter. Subject to clause 1.7, SingTel is under an obligation to activate the TLLC Service in a timely manner and within the requested time stated in the TLAR. Accordingly, SingTel must delete clause 3.5 in its entirety.*

3.6 If the Requesting Licensee cancels its request for TLLC Service prior to the completion of the Project Study undertaken in clause 3.3, the Requesting Licensee must pay SingTel the Application Charge in Schedule 9.

**4. DELIVERY**

**CLAUSE 4.1 – MODIFICATION REQUIRED**

4.1 If the Requesting Licensee requests termination of the TLLC Service after the completion of the Project Study, SingTel reserves the right to charge and the Requesting Licensee shall be liable to pay twice the Installation Charges as set out in Schedule 9, or such other amount as calculated by SingTel as necessary to cover the losses incurred by SingTel (including administrative costs) as a result of the Requesting Licensee’s request for termination of the TLLC Service.

*IDA notes that under SingTel’s retail LLCs offering, where an End User terminates the service request prior to activation, the End User will be charged a portion of or up to a maximum of the installation charge, depending on the amount of installation work SingTel has completed. IDA will not permit SingTel to impose discriminatory terms such that the relevant charges for a mandated wholesale service are worse off than the corresponding retail position (please also refer to paragraph 1 of Annex 1 of this Direction). Therefore, consistent with a Dominant Licensee’s obligation of non-discrimination, SingTel must modify the termination liability under clause 4.1 so that it is no worse off than that provided for in its retail LLCs offering.*

**CLAUSE 4.2 – MODIFICATION REQUIRED**

4.2 If the Requesting Licensee requests a deferment of the RFS Date after SingTel provides its in-principle approval in clause 3.3(a):

- (i) SingTel reserves the right to reject the RFS Date deferment request and in such an event, the TLLC ordered as specified in the TLAR shall be deemed cancelled and the Requesting Licensee shall pay to SingTel the amounts of the cancellation charges set out in clause 4.1; or
- (ii) in the event that SingTel agrees to the request for deferment of the RFS Date:
  - A. the revised RFS Date shall be no more than thirty (30) Calendar Days from the RFS Date initially estimated and advised in clause 3.3(a) following completion of the Project Study. If the Requesting Licensee requests that the revised RFS Date be beyond the said thirty (30) Calendar Days, SingTel reserves the right to discontinue any installation work in relation to the affected TLLC and in such an event, the TLLC ordered as specified in the relevant TLAR shall be deemed terminated and the Requesting Licensee shall pay to SingTel the amounts as stated in clause 4.1; and
  - B. SingTel reserves the right to charge, and the Requesting Licensee shall be liable to pay, an additional RFS Date deferment fee equivalent to 50% of the Installation Charges set out in Schedule 9 (which shall be applied in addition to the installation charges).

***IDA notes that under SingTel's retail LLCs offering, SingTel's customers have the right to request for deferment subject to SingTel's recovery of a charge for processing the deferment request. However, IDA also recognises that there must be a reasonable timeframe specified within which Requesting Licensees may request for deferment. Otherwise, SingTel's network resources may be unnecessarily tied down by periods of long deferment requests by Requesting Licensees. Therefore, consistent with a Dominant Licensee's obligation of non-discrimination, SingTel must modify clause 4.2 to provide as follows:***

- (a) ***SingTel must accept any deferment request provided that the revised RFS Date does not extend beyond 30 calendar days from the initial RFS Date. SingTel may also impose a reasonable charge (no worse off than the applicable charge specified under SingTel's retail LLCs offering) for processing the deferment request; and***
- (b) ***Where the revised RFS Date extends beyond 30 calendar days from the initial RFS Date, the TLLC ordered as specified in the relevant TLAR will be deemed cancelled. In this case, SingTel may only recover from the Requesting Licensee the charge specified in clause 4.1. SingTel must not impose any other charge.***

- 4.3 Notwithstanding clause 4.2, SingTel will not consider any request for deferment of the RFS Date submitted by the Requesting Licensee on or after the date estimated as the RFS Date under clause 3.3(a) (or such other date as determined in accordance with clause 4.2(ii)(A).
- 4.4 SingTel reserves the right to refuse to install or supply the TLLC Service if SingTel has any reason to believe that the end points do not conform with the Service as set out in clauses 1.1 to 1.4.

***SingTel must not refuse to install or supply a TLLC that has been ordered but not yet activated, unless SingTel has evidence to substantiate its reasonable belief that the use of the TLLC will not comply with clauses 1.1 to 1.3. In such a case, SingTel must promptly provide written notice to the Requesting Licensee explaining clearly and in sufficient detail, the basis of SingTel's belief and the evidence relied upon to substantiate its belief. SingTel must modify clause 4.4 to comply with the above requirements.***

- 4.5 The Requesting Licensee shall be responsible for:
- (a) all terminations at its own equipment; and
  - (b) providing the associated cabling and connectors between the Requesting Licensee's equipment and SingTel's distribution frame (in order to facilitate the physical termination of the link to SingTel's distribution frame in accordance with Schedule 8E); and
  - (c) patching and maintenance of its associated cables and patch cords to SingTel's network interface points (located at the Requesting Licensee's Customer site) and the associated cabling and connectors between the Requesting Licensee's equipment and SingTel's distribution frame.
- 4.6 SingTel shall be responsible for:
- (a) providing the distribution frame in connection with the routing of the Requesting Licensee's TLLC Service; and
  - (b) the physical installation and termination of the Requesting Licensee's cabling to SingTel's distribution frame, in accordance with Schedule 8E.

## **5. TLLC RE-ROUTING, RE-LOCATION AND CHANGE OF BANDWIDTH**

### ***CLAUSE 5.1 AND 5.2 – MODIFICATION REQUIRED***

- 5.1 Subject to clause 5.2, SingTel reserves the right to, at any time, re-route the TLLC without prior notification given to the Requesting Licensee. SingTel will implement any re-routing on a non-discriminatory basis.
- 5.2 Where SingTel proposes to re-route the TLLC, SingTel will use its reasonable endeavours to provide prior notice of such re-routing to the Requesting Licensee.

***SingTel must modify clauses 5.1 and 5.2 to incorporate the following requirements:***

- (a) ***SingTel must address re-routing under two situations:***
- (i) ***In the case of non-emergency re-routing, SingTel must provide prior reasonable notice to the Requesting Licensee. IDA considers a notice period of 14 calendar days to be reasonable as SingTel ought to be aware of its planned re-routing schedule well in advance.***
  - (ii) ***In the case of emergency re-routing, SingTel must provide notice to the Requesting Licensee as soon as practicable.***
- (b) ***SingTel must carry out re-routing in a non-discriminatory manner and as it would carry out such works for itself, its affiliates and its customers. SingTel must also prevent service disruption from occurring during the process of re-routing.***
- (c) ***A Requesting Licensee that takes TLLC Service from SingTel would have applied for co-location space at the relevant SingTel exchanges and used the co-location space to site its equipment to connect to SingTel's tail circuits. Furthermore, such Requesting Licensees would likely have rolled-out their own trunk circuits to these SingTel exchanges. For the avoidance of doubt, in the event of any re-routing of any tail circuit, SingTel must ensure that the tail circuit continues to be terminated at the same SingTel exchange.***
- 5.3 If the Requesting Licensee makes a request for any TLLC Service to be relocated or a change of TLLC bandwidth, such request shall be deemed to be:
- (a) a request for the termination of that TLLC Service, in which event the Requesting Licensee shall be liable to pay to SingTel all recurring Charges in relation to that TLLC Service as specified in clause 11.3; and
  - (b) a new request for TLLC Service at the new location and/or bandwidth requested, in which event that new request shall be subject to the ordering and provisioning procedures in clause 2.

*IDA notes that under SingTel's retail LLCs offering, a request to re-locate merely incurs a re-location charge, whereas a request for a change of bandwidth is deemed to be a termination and new service activation. As a general principle, IDA will not permit SingTel to adopt any provision in its mandated wholesale offering of LLCs that is more onerous or worse off as compared to SingTel's retail LLCs offering (please also refer to paragraph 1 of Annex 1 of this Direction). Therefore, consistent with a Dominant Licensee's obligation of non-discrimination, SingTel must modify clause 5.3 so that the applicable provisions governing requests for re-location and change of bandwidth (including the charges) are no worse off as compared to SingTel's retail LLCs offering.*

## **6. DEACTIVATION**

### **CLAUSE 6 GENERALLY – MODIFICATION REQUIRED**

*SingTel must modify clause 6 to incorporate the following requirements:*

- (a) Please refer to paragraph 2.4 of Annex 1 of this Direction. SingTel must not impose any minimum service commitment term for the TLLC Service and charge any premature termination liability linked to any minimum service commitment term. Instead, the term of the TLLC Service shall be for a period of one month and renewed automatically on a monthly basis until the occurrence of the earlier of the following events: (i) the Requesting Licensee serves notice to deactivate the relevant TLLC under clause 6; (ii) any specified event of termination provided for in clauses 11.4 or 13 applies; or (iii) upon the expiry of TLLC Central Term or TLLC Non-Central Term, as the case may be.*
- (b) The Requesting Licensee may serve notice to deactivate a circuit at any time during the term of service by giving SingTel one month prior written notice. Where the Requesting Licensee requires deactivation of a circuit before the expiry of the one month notice period, the Requesting Licensee shall remain liable for the recurring charges for that circuit until the date of expiry of the notice period.*
- (c) For the same reasons that multiple circuits to the same site may be ordered in each request (please see IDA's annotations to clauses 2, 3 and 4 generally above), multiple circuits to the same site may be deactivated in the same deactivation request. Accordingly, SingTel must modify clause 6 (and propose any other appropriate consequential amendments to Annex 7B-3) to clarify that the Requesting Licensee may request deactivation of multiple circuits in each request to the same site.*
- (d) With reference to clause 6.2 below, IDA's view is that the processing of the TLDR should be a straightforward process, and hence it is unreasonable for SingTel to take up to 5*

***Business Days to revert on the outcome of the TLDR. IDA considers a period of 3 Business Days to be reasonable for SingTel to revert with its acceptance or rejection of the TLDR.***

- 6.1 If the Requesting Licensee wishes to deactivate a TLLC Service under this Schedule, it must submit a request for TLLC deactivation in the form of a TLLC Service Deactivation Request (**TLDR**) provided in Annex 7B-3. The TLDR must be provided to SingTel no less than twenty five (25) Business Days prior to the requested date of deactivation of the TLLC Service.
- 6.2 SingTel shall process the TLDR and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel may reject the TLDR if:
- (a) the request for TLLC Service deactivation is not in the prescribed form specified in this clause;
  - (b) the TLDR does not contain all the required information;
  - (c) the TLDR is submitted less than twenty five (25) Business Days prior to the requested date of deactivation of the TLLC Service, as stated in the TLDR.
- 6.3 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each TLDR that is rejected in accordance with clause 6.2.
- 6.4 If the Requesting Licensee requests deactivation of a TLLC Service during the Minimum Term (derived in accordance with clause 11.2) the Requesting Licensee shall remain liable for the recurring charges specified in Schedule 9 for that TLLC Service. Such liability for recurring charges in the event of deactivation shall commence from the date of deactivation (or partial deactivation as the case may be) for the remainder of the Minimum Term.

## **7. STANDARD TERMS AND CONDITIONS**

- 7.1 SingTel is responsible for the maintenance and administration of the TLLC Service under this Schedule.

### ***CLAUSE 7.2 – MODIFICATION REQUIRED***

- 7.2 The Requesting Licensee must at its own expense:
- (a) procure and maintain any equipment or software needed to implement, receive and use the TLLC Service, unless SingTel expressly agrees otherwise in writing;

***For the avoidance of doubt, SingTel must modify clause 7.2(a) to clarify that “equipment or software” refers to the Requesting Licensee’s own equipment and software.***

- (b) follow the specifications for the TLLC Service as set out in Annex 7B-3 without modification;
- (c) use its reasonable efforts to ensure that its equipment (and the services supplied and operated by it and used in connection with the TLLC Service) is fault-free, including conducting its own tests to detect any possible faults with such equipment and service it supplies and operates, before reporting any transmission malfunction to SingTel;
- (d) be responsible for ensuring that its equipment complies with the standards adhered to by SingTel in its provision of the TLLC Service;

***The relevant standards used by SingTel under clause 7.2(d) must be objective and transparent, and not be at SingTel’s sole discretion. SingTel must propose for inclusion into Schedule 7B, the applicable “standards” in a clear and detailed manner, failing which clause 7.2(d) must be deleted in its entirety.***

- (e) raise fault reports to the SingTel representative in accordance to the Fault Restoration Procedures provided in Annex 7B-4 or otherwise as notified by SingTel;
- (f) assume sole responsibility for liaising with End Users for all faults reported or enquiries raised by them, and shall not refer those End Users to SingTel (acknowledging that SingTel assumes no responsibility for and will not interface nor liaise with the End Users);
- (g) ensure that all its equipment connected to or used in conjunction with TLLC Service is approved for use by the Authority and is connected or used in accordance with the law and shall obtain the prior written approval of SingTel before connecting (or permitting any person to connect) any equipment to any telecommunications system operated by SingTel or any SingTel Equipment, except where SingTel has dispensed with the requirement for such approval;

***SingTel must modify clause 7.2(g) to incorporate the following requirements:***

- (a) ***As IDA does not type-approve every equipment that a Requesting Licensee may use to connect to SingTel’s network, SingTel must add the words “where applicable” after “Authority”.***

- (b) *With reference to IDA's annotations above to clause 7.2(d), SingTel must specify upfront in its RIO the standards required of the equipment to be used by the Requesting Licensee to connect to its network. In this respect, so long as the equipment complies with the standards proposed by SingTel, it is unreasonable for SingTel to further require the Requesting Licensee to obtain SingTel's prior approval in every case before installing its equipment. At most, SingTel may only impose a prior approval process in respect of any equipment that does not comply with the standards proposed by SingTel.*
- (h) ensure that its equipment (other than SingTel equipment) used or installed by or for it in conjunction with the TLLC Service is compatible and may properly function and operate with all other equipment (including SingTel equipment) used or installed in connection with the TLLC Service;
- (i) carry out such additions, improvements, adjustments, modifications, alterations or replacements to its equipment (other than SingTel equipment) and software which is connected to any telecommunications system operated by SingTel to any SingTel equipment, as and when required by SingTel for the purpose of maintaining the quality or increasing the efficiency of the TLLC Service, or for efficient handling of the volume (or increased volume) of telecommunications traffic, or for any other purpose whatsoever;

*IDA's assessment is that clause 7.2(i) imposes an onerous and unreasonable obligation on the Requesting Licensee to carry out any manner of works on its equipment and software as may be dictated by SingTel for any purpose. IDA will not permit SingTel to take any action that has the effect of raising the Requesting Licensee's costs without any legitimate operational or technical justification. Therefore, unless SingTel can provide IDA with satisfactory justification for imposing such an obligation on the Requesting Licensee, SingTel must delete clause 7.2(i) in its entirety.*

- (j) provide and maintain, when so required by SingTel and under the operating conditions and specifications stipulated by SingTel to the Requesting Licensee, all facilities and resources whatsoever necessary for the proper installation, operation and maintenance of the TLLC Service and all SingTel equipment including, but not limited to, power points, electricity, conduits, pipes and appropriate access, licence, way-leave, or easement rights;

*The relevant "operating conditions and specifications stipulated by SingTel" under clause 7.2(j) must be objective and transparent, and not at SingTel's sole discretion. SingTel must propose for inclusion into Schedule 7B the applicable "operating standards and conditions" in a clear and detailed manner, failing which clause 7.2(j) must be deleted in its entirety. In addition, SingTel must clarify that the Requesting Licensee's obligation does not extend to providing and maintaining "all SingTel equipment", as implied by the current drafting language.*

- (k) use and keep all SingTel equipment in good working condition (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of the manufacturer or distributor thereof and of SingTel, and shall disconnect or cease to use any such equipment at the request of SingTel;

***SingTel must insert the word “reasonable” before the word “request”. In addition, IDA’s assessment is that the Requesting Licensee’s responsibility to maintain any SingTel equipment must be limited to such equipment that is provided to the Requesting Licensee and which is within the Requesting Licensee’s custody and control. SingTel must modify clause 7.2(k) to incorporate the above requirements.***

- (l) retain all SingTel equipment at all times in the custody and control of the Requesting Licensee at the sites occupied by the End User and the Requesting Licensee;
- (m) promptly comply with all notices, instructions or directions given by SingTel or the Authority in respect of the installation, use or operation of the TLLC Service, SingTel equipment and all relevant equipment;

***For clarity and reasonableness, SingTel must substitute the phrase “notices, instructions or directions given by SingTel or the Authority” with “directions given by the Authority and reasonable notices and instructions given by SingTel”.***

- (n) pay to SingTel any charges, in the event that any personnel or contractor of SingTel is required to visit any site to inspect, test, repair, install, remove or replace any equipment used by the Requesting Licensee in connection with the TLLC Service, for each visit and/or for the work carried out by personnel or contractor of SingTel at any such premises for the purpose at such rate or in such amount and calculated in such manner as SingTel may determine at the time unless such visit is made to repair or replace any SingTel Equipment in discharge of any obligation by SingTel under any warranty given by SingTel to the Requesting Licensee with respect to that SingTel equipment;

***As a general principle, any cost that SingTel wants to recover from the Requesting Licensee must be approved by IDA and consistent with the requirements of the Code. Accordingly, unless SingTel can provide IDA with satisfactory justification for retaining clause 7.2(n), SingTel must delete clause 7.2(n) in its entirety.***

- (o) ensure adequate preventive measures to avoid radiations and interferences that may disrupt other SingTel services; and

- (p) be fully responsible for and shall procure that the End User's comply with clauses 7.2(i), 7.2(j), 7.2(k) and 7.2(n) as set out above and shall indemnify SingTel for any loss or damages that it may suffer as a result of any breach, or default by the End User.

**CLAUSE 7.3 – MODIFICATION REQUIRED**

7.3 The Requesting Licensee shall not:

- (a) use the TLLC Service other than in accordance with the sole purpose set out in clauses 1.1 to 1.4. For the avoidance of doubt, the resale or otherwise re-supply of the TLLC Service “as is” by the Requesting Licensee to any Third Party is outside the scope of this sole purpose;

***Please refer to paragraph 3 of Annex 1 of this Direction. Clause 7.3(a) imposes a restriction on resale and does not comply with the Code's requirements, which permits Requesting Licensees to resell the TLLC Services on an “as is” basis. SingTel must modify clause 7.3(a) to comply with the Code's requirements.***

- (b) use SingTel's brand, name, logo, trademarks, service marks (whether registered or not) or the fact that the TLLC Service is provided using SingTel's network, in promoting or re-providing the Requesting Licensee's services or otherwise, or purport to own the network used to provide the FLLC Service;

***IDA notes the following typographical error – reference to “FLLC” Service in the last line should be replaced with “TLLC” Service.***

- (c) use or permit the use of the TLLC Service or install, connect, link or use (or permit the installation, connection, linking or use) of any telecommunications equipment in contravention of any law or in any manner which would or is likely to cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to any person or which would disrupt the provision or operation of any telecommunications service by SingTel or other Licensees;

***Unless SingTel can provide satisfactory justification as to why the second limb of clause 7.3(c) – “which would disrupt the provision or operation of any telecommunications service by SingTel or other Licensee” – should be retained given that clause 9.1(b) already deals with network interference, SingTel must delete the second limb of clause 7.3(c).***

- (d) carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any SingTel equipment or equipment

supplied by SingTel to the Requesting Licensee without the prior written consent of SingTel;

***SingTel must modify clause 7.3(d) to provide that its consent is not to be unreasonably withheld.***

- (e) use or permit the TLLC Service or any telecommunications equipment to be used in any manner or for any activity whatsoever which generates or is likely to generate telecommunications traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of any telecommunications service by SingTel or other Licensees, without the prior written consent of the SingTel; and

***SingTel must modify clause 7.3(e) to provide that its consent is not to be unreasonably withheld.***

- (f) use any equipment supplied by SingTel for any purpose other than that for which such equipment was supplied.

#### ***CLAUSE 7.4 – MODIFICATION REQUIRED***

- 7.4 If any work, operation or use by the Requesting Licensee in relation to the TLLC Service causes (or SingTel reasonably believes will cause) SingTel to incur additional costs beyond the normal provisioning of the TLLC Service, SingTel reserves the rights to advise the Requesting Licensee of such additional costs which would be incurred by SingTel in connection with such work, operation or use and if the Requesting Licensee decides to pursue such work, operation or use, the Requesting Licensee shall reimburse SingTel for such costs.

***As a general principle, any cost that SingTel wants to recover from the Requesting Licensee must be approved by IDA and consistent with the requirements of the Code. Accordingly, unless SingTel can provide IDA with satisfactory justification for retaining clause 7.4, SingTel must delete clause 7.4 in its entirety.***

#### **8. ACCESS AND APPROVALS REQUIRED**

- 8.1 Where an end of the TLLC Service is to be or is located at an End User site, the Requesting Licensee must obtain the permission of the End User to allow SingTel to physically access the site and deal with the equipment. The Requesting Licensee must procure that the End User must:

- (a) provide SingTel with safe and reasonable access to the End User's premises as reasonably required to enable SingTel to install, test, inspect, repair, modify and maintain its equipment at the premises in connection with the provision of the TLLC Service; and
- (b) not permit any person other than a person reasonably identified as an authorised representative of SingTel to maintain, modify, repair or interfere with such equipment.

**9. PROTECTION AND SAFETY**

9.1 The Requesting Licensee is responsible for the safe operation of its equipment and shall be responsible for the safe operation of the TLLC Service and shall, so far as reasonably practicable, take all necessary steps to ensure that the TLLC Service use and its equipment:

- (a) does not endanger the safety of any person, including the employees, contractors, Customers or Third Party;
- (b) does not cause physical or technical harm to SingTel's Network, including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network;
- (c) does not jeopardise the integrity or confidentiality of communications within SingTel's Network; or

*Unless SingTel can provide IDA with satisfactory justification for clause 9.1(c) (including the specific circumstances envisaged under this clause), SingTel must delete clause 9.1(c) in its entirety.*

- (d) does not threaten the security and accessibility of SingTel's Local Leased Circuits or the TLLC Service.

*Unless SingTel can provide IDA with satisfactory justification for clause 9.1(d) (including the specific circumstances envisaged under this clause), SingTel must delete clause 9.1(d) in its entirety.*

**CLAUSE 9.2 – MODIFICATION REQUIRED**

9.2 The Requesting Licensee must comply with SingTel's standard operating procedures in relation to the use of the TLLC Service, as amended by SingTel from time to time.

*The relevant “standard operating procedures” stipulated by SingTel under clause 9.2 must be objective and transparent, and not at SingTel’s sole discretion. SingTel must propose for inclusion into Schedule 7B, the applicable “standard operating procedures” in a clear and detailed manner, failing which clause 9.2 must be deleted in its entirety.*

**10. REQUESTING LICENSEE RIGHTS**

***CLAUSE 10.1 – MODIFICATION REQUIRED***

10.1 The approval and provision of the TLLC Service does not vest in the Requesting Licensee any right, title or proprietary interest in any TLLC.

*The Requesting Licensee must have an exclusive right to the use of the circuits acquired from SingTel under this Schedule 7B. Accordingly, SingTel must modify clause 10.1 to clarify that, save as provided in Schedule 7B, the TLLC Service does not vest in the Requesting Licensee any right, title or proprietary interest in any TLLC.*

**11. TERM**

***CLAUSE 11.1 – MODIFICATION REQUIRED***

11.1 This Schedule commences on 20 July 2004 and shall continue until the expiry of:

- (a) eighteen (18) months from 20 July 2004 for all TLLC that terminate at a End User’s site within the Central Zone as defined in Annex 7B-7 (“**TLLC Central Term**”); and
- (b) twenty-four (24) months from 20 July 2004 for all other TLLC not included in paragraph (a) (“**TLLC Non-Central Term**”).

*SingTel must modify clause 11.1 to incorporate the following requirements:*

- (a) *Please refer to paragraph 2.2 of Annex 1 of this Direction. Clause 11.1 provides for Schedule 7B to commence from 20 July 2004. This does not comply with the Code’s requirements on the commencement date of the TLLC Service. As provided for in paragraphs 7.2.1 and 7.2.2 of Appendix Two of the Code, SingTel must modify clause 11.1 to specify that the commencement date of the TLLC Service shall be the date specified by IDA by separate notice in the Gazette. The reference to “Annex 7B-7” should also refer to “Annex 7B-6” instead.*

- (b) *For clarity, SingTel must modify clause 11.1 (a) by substituting the word “a” in place of the word “all” before the words “TLLC that terminate”, as the sentence may be misconstrued to require “all TLLC” to terminate at a single “End User’s site”.*

**CLAUSES 11.2 AND 11.3 – MODIFICATION REQUIRED**

- 11.2 The Service shall commence on date activated by SingTel (**Commencement Date of Service**) and remains effective for the minimum period of one (1) year from the Commencement Date of Service (**TLLC Minimum Term**) or the expiry of the TLLC Central Term or TLLC Non-Central Term, which ever is the earlier.
- 11.3 If, for any reason, the Requesting Licensee purports to terminate a TLLC Service during the TLLC Minimum Term, the Requesting Licensee shall be liable to SingTel for the monthly recurring Charges specified in Schedule 9 from the date of such termination (or part thereof) for the remainder of the TLLC Minimum Term or until the expiry of the TLLC Central Term or TLLC Non-Central Term, which ever is the earlier.

*Please refer to paragraph 2.4 of Annex 1 of this Direction and IDA’s annotations above to clause 6. SingTel must modify clauses 11.2 and 11.3 to incorporate the following requirements:*

- (a) *SingTel must not impose any minimum service commitment term for the TLLC Service and charge any premature termination liability linked to any minimum service commitment term. Instead, the term of the TLLC Service shall be for a period of one month and renewed automatically on a monthly basis until the occurrence of the earlier of the following events: (i) the Requesting Licensee serves notice to deactivate the relevant TLLC under clause 6; (ii) any specified event of termination provided for in clauses 11.4 or 13 applies; or (iii) upon the expiry of TLLC Central Term or TLLC Non-Central Term, as the case may be.*
- (b) *The Requesting Licensee may serve notice to deactivate a circuit at any time during the term of service by giving SingTel one month prior written notice. Where the Requesting Licensee requires deactivation of a circuit before the expiry of the one month notice period, the Requesting Licensee shall remain liable for the recurring charges for that circuit until the date of expiry of the notice period.*
- 11.4 The Parties acknowledge that the Authority may terminate SingTel’s obligation to provide TLLC Services at any time and in particular on or before the expiry of the TLLC Central Term and/or TLLC Non-Central Term. Notwithstanding any provision in this Schedule 7B, in the event that the Authority modifies or removes the requirement on SingTel to provide the TLLC Service to the Requesting Licensee prior to the expiry of the

TLLC Central Term and/or TLLC Non-Central Term, SingTel shall have the right, as the case may be, to:

- (a) modify the terms and conditions contained in this Schedule 7B for the supply of the TLLC Service; or
- (b) terminate the supply of the TLLC Service,  
  
in compliance with the Authority's direction.

## 12. SUSPENSION

### ***CLAUSE 12.1 – MODIFICATION REQUIRED***

12.1 Subject to clause 12.2 of the main body of this RIO Agreement, SingTel may suspend the supply of the TLLC Service until further notice if:

- (a) in the reasonable opinion of SingTel, it is necessary to suspend the supply of the TLLC Service in order for SingTel to carry out repair or upgrading of any equipment or facility forming part of the TLLC; or

***IDA will not permit SingTel to suspend the supply of the TLLC Service on the basis that SingTel needs to carry out repair or upgrading works. Any suspension of service involves service disruption to End Users. However, SingTel may propose a provision for IDA's approval to specify the applicable process when SingTel needs to carry out repair or upgrading works to its equipment or facility used to provide the TLLC Service. In this respect, any such provision proposed by SingTel must incorporate the following requirements:***

- (a) ***SingTel must address repairs and upgrades under two situations:***
  - (i) ***In the case of planned repairs and upgrades, SingTel must provide prior reasonable notice to the Requesting Licensee. IDA considers a notice period of 14 calendar days to be reasonable as SingTel ought to be aware of its planned repairs and upgrading works schedule well in advance.***
  - (ii) ***In the case of emergency repairs and upgrades, SingTel must provide notice to the Requesting Licensee as soon as practicable.***
- (b) ***SingTel must carry out the repairs and upgrading works in a non-discriminatory manner and as it would carry out such works for itself, its affiliates and its customers.***

*SingTel must also prevent service disruption from occurring during the process of repairs and upgrading.*

- (b) the TLLC Service 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 the SingTel Network.

### 13. TERMINATION

#### ***CLAUSE 13.1 – MODIFICATION REQUIRED***

13.1 Subject to clause 13.2 of the main body of this RIO Agreement, SingTel may immediately terminate the supply of a TLLC Service if:

- (a) the Requesting Licensee uses the TLLC Service for a purpose other than that set out in clauses 1.1 to 1.4 or as prohibited under clause 7.3(a);

*Please refer to IDA’s annotations to clause 1.4 above. As SingTel must delete clause 1.4 in its entirety, the reference to clause 1.4 must be correspondingly removed.*

- (b) the Requesting Licensee is no longer an FBO;

*As the event for termination specified in clause 13.1(b) above is already provided for in clause 13.1(a) of the Main Body of the RIO, SingTel should delete clause 13.1(b).*

- (c) the Requesting Licensee is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from SingTel to do so;

*IDA notes that clause 13.1(d) of the Main Body of the RIO provides a Requesting Licensee with 7 Calendar Days to remedy a breach. Accordingly, SingTel must modify clause 13.1(c) to provide for a similar period of 7 Calendar Days for the Requesting Licensee to remedy the breach.*

- (d) in SingTel’s reasonable opinion, the Requesting Licensee is using the TLLC Service 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;

*As the event for termination specified in clause 13.1(d) above is already provided for in clause 13.1(g) of the Main Body of the RIO, SingTel should delete clause 13.1(d).*

- (e) the Requesting Licensee uses the TLLC Service for a purpose other than that set out in clause 1.1, or as prohibited under clause 7.3(a);

*SingTel must delete clause 13.1(e) as clause 13.1(a) already governs the same subject matter.*

- (f) the Requesting Licensee abandons the TLLC Service;

*If a tail circuit is no longer in use by the Requesting Licensee, any right of termination exercised by SingTel must be in respect of that tail circuit only. SingTel must not terminate the provision of the TLLC Service altogether. SingTel must modify clause 13.1(f) to comply with the above requirements.*

- (g) the TLLC has become unsafe or unsuitable for its purpose;

*SingTel must specify clearly for IDA's approval, the grounds on which SingTel may determine that the TLLC "has become unsafe" or "unsuitable for its purpose", otherwise SingTel must delete clause 13.1(g).*

- (h) SingTel's right to own, maintain or operate the Local Leased Circuit or the TLLC Service is revoked or terminates or expires; or
- (i) use of the TLLC Service 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 the SingTel Network.

#### **CLAUSE 13.2 – MODIFICATION REQUIRED**

13.2 SingTel may give the Requesting Licensee no less than six (6) months notice at any time during the term of supply of the TLLC Service because of the closure of a SingTel Co-Location Site at which the TLLC Service terminates. The Requesting Licensee shall bear its own cost associated with the closure of the Co-Location Site and the termination of the supply of the TLLC Service, and the Requesting Licensee shall solely be responsible for making such alternative arrangements as are necessary to continue to provide its Customers with services. In the event that the Requesting Licensee requests assistance from SingTel, within thirty (30) Business Days after receiving notice under this clause, to provide an alternative solution to the TLLC Service which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable

alternatives to the TLLC that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 13 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

***The closure of a Co-Location Site at which a Requesting Licensee is taking TLLC Service will affect the Requesting Licensee's service provisioning to End Users. Given that the closure of the Co-Location Site is an event that is planned and which SingTel is aware of well in advance, SingTel must provide at least 6 months prior notice to the Requesting Licensee before such event in order to provide the Requesting Licensee with sufficient notice to make alternative arrangements and minimise service disruption to End Users. However, in situations where SingTel is unable to provide the minimum required notice of 6 months under clause 13.2 as a result of circumstances beyond SingTel's reasonable control (for example, where a third party requires SingTel to close the Co-Location Site without providing sufficient notice to SingTel), SingTel must notify the Requesting Licensee as soon as practicable upon becoming aware of any pending closure of the Co-Location Site. SingTel must modify clause 13.2 to comply with the above requirements.***

13.3 If this Schedule in whole or in part is terminated or expires for any reason, or the RIO Agreement is terminated for any reason, any supply of the relevant TLLC Service is also terminated.

#### **14. EXPIRY OF TERM**

14.1 Upon expiry or termination of the TLLC Service:

- (a) the Requesting Licensee must discontinue the use of the TLLC Service;
- (b) SingTel shall disconnect the Requesting Licensee's connectors terminated at SingTel's distribution frame; and
- (c) the Requesting Licensee must disconnect the connectors terminated at its distribution frame and remove the associated cabling between the Requesting Licensee's equipment and SingTel's distribution frame,

each within ten (10) Business Days after the expiry or from the date of termination, whichever is the earlier.

***Please refer to paragraph 4 of Annex 1 of this Direction. SingTel must provide in this Schedule for clear and detailed processes to enable "service migration" under the circumstances specified in paragraph 4.1 (c) of Annex 1 of this Direction. SingTel must ensure that during the process of "service migration", there would be no service disruption to any End User.***

14.2 If the Requesting Licensee fails to disconnect and remove the associated cabling and connectors between the Requesting Licensee's equipment and SingTel's distribution frame under clause 14.1, SingTel shall remove the Requesting Licensee's associated cabling and connectors. 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 associated cabling and connectors. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

**15. ASSIGNMENT**

15.1 The Requesting Licensee must not assign its rights or obligations in respect of any TLLC Service under this Schedule.

*IDA notes that clause 15.1 duplicates clause 26 of the Main Body of the RIO. Accordingly, SingTel must delete clause 15.1 for reason of redundancy.*

## ***ANNEX 7B-1 – MODIFICATION REQUIRED***

### **ANNEX 7B-1 TLLC BANDWIDTH**

The TLLC Service connects the End User's site to the Requesting Licensee's Co-located Equipment (such Co-Location obtained under Schedule 8E of the RIO Agreement) at SingTel's Exchange Building nearest to and serving the End User's site, for the following bandwidths:

1. 64 Kbps;
2. 128 Kbps;
3. 192 Kbps;
4. 256 Kbps;
5. 384 Kbps;
6. 512 Kbps;
7. 768 Kbps;
8. 1024 Kbps;
9. 1536 Kbps;
10. 1984 Kbps;
11. 2 Mbps;
12. 45 Mbps; and
13. 155 Mbps.

For the 64 Kbps and 128 Kbps bandwidth circuits, the charges for the network terminating equipment are not included in the listed monthly recurring charges and the one-time installation charges related to the Tail Local Leased Circuit in Schedule 9. The network terminating equipment will have to be separately purchased or leased from SingTel at the prices listed in Schedule 9 under Generic Components.

*SingTel must modify the last sentence of the above proviso to clarify that a Requesting Licensee may purchase its own network terminating equipment from any party other than SingTel.*

**ANNEX 7B-2 – MODIFICATION REQUIRED**

*Please see IDA’s annotations to clauses 2, 3 and 4 generally. SingTel must modify this Annex 7B-2 to provide for the ability of a Requesting Licensee to submit a single application form to request for activation of multiple circuits terminating at the same site.*

**ANNEX 7B-2 REQUEST FORM FOR TLLC SERVICE ACTIVATION**



**TLLC Service Activation Request**

Date: \_\_\_\_\_ Application Reference Number: \_\_\_\_\_

To: Manager, Network Integration and Interconnect  
Fax: 65-6848 4113

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**1. Requesting Licensee Particulars**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

Billable Account No (For SingTel Use): \_\_\_\_\_

**2. Requesting Licensee Contacts for Test/Maintenance**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**3. Intended Activation Date: \_\_\_\_\_**

**4. A-End (Customer Location)**

4.1 Customer Name: \_\_\_\_\_

4.2 Site address: \_\_\_\_\_

4.3 Postal Code: \_\_\_\_\_

4.4 Bandwidth: \_\_\_\_\_  
(Please refer to Annex 7B-1 for the bandwidth required)

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4.5	Equipment Type: _____
4.6	Equipment Interface Type: _____
4.7	NTU (applicable only for 64kbps and 128kbps) <input type="checkbox"/> Outright Purchase <input type="checkbox"/> Rental

**TLLC Service Activation Request**

Application Reference Number: \_\_\_\_\_

<b>5.</b>	<b>Tie -Cable Assignment</b> (Tie-Cable identity or reference number installed under Schedule 8E) n x 64 kbps Tie-Cable: _____ 2 Mbps Tie-Cable: _____ Coaxial Tie-Cable: _____
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<b>6.</b>	<b>SingTel's Reply to the Requesting Licensee</b>  <input type="checkbox"/> Application returned – incomplete/illegible <input type="checkbox"/> Not Approved                      Reason for Rejection: _____ <input type="checkbox"/> Approved                              SingTel Approve Code: _____  RFS Date: _____  Circuit Reference Number: _____  Sign: _____    Contact Number: _____ Name: _____    Fax Number: _____
<b>7.</b>	<b>Processing Status</b>  Received Date: _____ Queue Status: _____ Processed Date: _____

*Please refer to IDA's annotations above to Annex 7B-1 – requiring SingTel to permit the Requesting Licensee to provide its own NTU. In this respect, consequential amendments must be made to item 4.7 above to reflect the ability of the Requesting Licensee to provide its own NTU.*

*IDA notes the following typographical error – reference to the phrase “SingTel Approve Code” should be replaced with the phrase “SingTel Approval Code”.*

**ANNEX 7B-3 – MODIFICATION REQUIRED**

*Please see IDA’s annotations to clauses 2, 3 and 4 generally. SingTel must modify this Annex 7B-3 to provide for the ability of a Requesting Licensee to submit a single application form to request for deactivation of multiple circuits terminating at the same site.*

**ANNEX 7B.3 REQUEST FORM FOR TLLC SERVICE DEACTIVATION**



**SingTel**

**TLLC Service Deactivation Request**

Date: \_\_\_\_\_

Application Reference Number: \_\_\_\_\_

To: Manager, Network Integration and Interconnect  
Fax: 65-6848 4113

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**1. Requesting Licensee Particulars**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

Billable Account No (For SingTel Use): \_\_\_\_\_

**2. Requesting Licensee Contacts for Test/Maintenance**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**3. Intended Deactivation Date: \_\_\_\_\_**

**4. A-End (Customer Location)**

**Circuit Reference Number:**

4.1 Customer Name: \_\_\_\_\_

4.2 Site address: \_\_\_\_\_

4.3 Postal Code: \_\_\_\_\_

4.4 Bandwidth: \_\_\_\_\_

(Please refer to Annex 7B-1 for the bandwidth required)

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4.5	Equipment Type: _____
4.6	Equipment Interface Type: _____

**TLLC Service Deactivation Request**

Application Reference Number: \_\_\_\_\_

<b>5.</b>	<p><b>Tie -Cable Assignment</b> (Tie-Cable identity or reference number installed under Schedule 8E)</p> <p>n x 64 kbps Tie-Cable: _____</p> <p>2 Mbps Tie-Cable: _____</p> <p>Coaxial Tie-Cable: _____</p>
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<b>6.</b>	<p><b>SingTel's Reply to the Requesting Licensee</b></p> <p><input type="checkbox"/> Application returned – incomplete/illegible</p> <p><input type="checkbox"/> Not Approved      Reason for Rejection: _____</p> <p><input type="checkbox"/> Approved      SingTel Approve Code: _____</p> <p>Deactivation Date: _____</p> <p>Sign: _____      Contact Number: _____</p> <p>Name: _____      Fax Number: _____</p>
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<b>7.</b>	<p><b>Processing Status</b></p> <p>Received Date: _____ Queue Status: _____ Processed Date: _____</p>
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*IDA notes the following typographical error– reference to the phrase “SingTel Approve Code” should be replaced with the phrase “SingTel Approval Code”.*

**ANNEX 7B-4 – MODIFICATION REQUIRED**

**ANNEX 7B-4 TECHNICAL INFORMATION OF LOCAL LEASED CIRCUIT**

1. The TLLC Service provided shall be based on the specifications listed in the table below. The Requesting Licensee must follow the specifications with no modifications permitted.
2. Interface standard will be as follows:

<b>Speed</b>	<b>Interface Standard</b>	<b>Network Interface Point</b>
N X 64 Kbps	V35	34-pin Winchester type connector. Other options subject to availability: X21, V24
2Mbps	G.703	120-ohm balanced, 4 wire twisted pair
45Mbps	G.703	75-ohm unbalanced, BNC coaxial
155Mbps	G.957/958 and G.707	1310nm, fibre Connector: SC-PC

*SingTel must offer the Requesting Licensee the option of either V35 or G.703 interface standard for n X 64 Kbps circuits terminating at the SingTel exchange. The G.703 standard is specified by the International Telecommunication Union as the interface standard for carrier-to-carrier connections.*

**ANNEX 7B-5 – MODIFICATION REQUIRED**

**ANNEX 7B-5 FAULT RESTORATION PROCEDURE FOR LOCAL LEASED CIRCUIT**

**1. COMMON FAULT DESCRIPTION**

<b>Fault Type</b>	<b>Description</b>
High Loss	a) Termination Fault at Requesting Licensee’s End User Site b) Termination Fault at SingTel Telephone Exchange c) Termination Fault at Transmission/Fibre Node (Building MDF)
Transmission/ Fibre Discontinuity	a) Transmission/Fibre breaks at Requesting Licensee premise b) Transmission/Fibre breaks at SingTel Telephone Exchange c) Transmission/Fibre breaks at Fibre Node (Building MDF) d) Transmission/Fibre breaks outside building

Note: Termination Faults include but not limited to Connector fault, Patch-cord fault, Coupling problems, pigtails, etc.

**2. AVERAGE SERVICE RESTORATION**

Fault Description	Average Restoration Time	
	Office Hours	After Office Hours
High Loss	6 Hours	8 Hours
Transmission/ Fibre Discontinuity	8 Hours	12 Hours

*IDA notes that SingTel’s retail LLCs offering provides for shorter average restoration times. As a general principle, IDA will not permit SingTel to adopt any provision in its mandated wholesale offering of LLCs that is more onerous or worse off as compared to SingTel’s retail LLCs offering (please also refer to paragraph 1 of Annex 1 of this Direction). Therefore, consistent with a Dominant Licensee’s obligation of non-discrimination, SingTel must modify*

*this Section 2 of Annex 7B-5 to provide for average restoration times that are no worse off than what SingTel provides under its retail LLCs offering.*

**3. CHECK LIST FOR FAULT REPORTING**

<b>Items</b>	<b>Description / Remarks</b>
Identification of faulty segments	Fault report should identify the segment of the suspected Local Leased Circuit. Segment refers to the link between any two of the termination points at different locations.
Essential information	Circuit/Link reference, location, time of fault occurrence, etc.
High Loss Fault	To provide the Loss figure and the type of measurement.
Contact person	To provide contact person name and contact number for purpose of fault updates.
Access for SingTel staff	Security clearance for SingTel staff into Requesting Licensee's premises for the purpose of fault isolation.
Fault Management Centre (FMC)	Tel: 1800-7880022

Note: Fault Docket shall be issued upon fault reporting by the Requesting Licensee. Docket shall be the reference for all communication between Requesting Licensee and FMC.

*IDA's view is that the check-list for fault reporting in this Section 3 of Annex 7B-5 is not sufficiently comprehensive. SingTel must provide a detailed set of fault reporting procedures.*

**4. FOUND NO FAULT**

The Requesting Licensee shall compensate SingTel for the cost incurred in responding to a fault that is not caused by SingTel based on the Call Out Rates as provided in Schedule 9.

*For reasons of accountability, SingTel must provide evidence that it has investigated the fault docket and found no fault at its end before it may recover costs.*

**ANNEX 7B-6 – MODIFICATION REQUIRED**

*SingTel is required under paragraph 7.2.2 of Appendix Two of the Code to provide LLCs as a mandated wholesale service for 18 or 24 months, depending on whether the circuit terminates at an End User’s site located in the “CBD proxy-region”. Paragraph 7.2.2 of Appendix Two of the Code defines “CBD proxy-region” to mean “the area within the CBD containing the locations where the Dominant Licensee, as at 20<sup>th</sup> July 2004, offers retail local leased circuits pursuant to its retail tariff for local leased circuits in the CBD area, as approved by IDA. In this respect, SingTel has proposed to identify the “CBD proxy-region” by reference to the Singapore Postal Code’s Sector Code. IDA would reiterate that, notwithstanding any subsequent change to the Singapore Postal Code system or the zoning of geographical locations by reference to the Singapore Postal Code’s Sector Code, the “CBD proxy-region” must be identified by reference to the Singapore Postal Code in use as at 20<sup>th</sup> July 2004. For this purpose, only the Singapore Postal Code’s Sector Code applicable to the CBD proxy-region as at 20<sup>th</sup> July 2004 should be listed in this Annex 7B-6. All other geographical locations identified by reference to other Sector Codes not listed in this Annex 7B-6 shall be treated as outside the “CBD proxy-region”. SingTel must modify Annex 7B-6 to comply with the above requirements.*

**ANNEX 7B-6 DERIVATION OF ZONE**

For the purpose of this Schedule, the derivation of Zone to determine whether an end is located in the Central Zone (CTR) or Non-Central Zone (NCTR) is by Postal Code’s Sector Code (1<sup>st</sup> 2 digits of the 6-digit postal code or last 2 digits of the 4-digit postal code): -

Sector Code	Zone Code	Sector Code	Zone Code	Sector Code	Zone Code
03	CTR	01	NCTR	49	NCTR
04	CTR	02	NCTR	50	NCTR
05	CTR	12	NCTR	51	NCTR
06	CTR	19	NCTR	53	NCTR
07	CTR	20	NCTR	54	NCTR
08	CTR	21	NCTR	55	NCTR
09	CTR	25	NCTR	56	NCTR
10	CTR	26	NCTR	57	NCTR
11	CTR	28	NCTR	63	NCTR
13	CTR	29	NCTR	64	NCTR
14	CTR	30	NCTR	65	NCTR
15	CTR	31	NCTR	66	NCTR
16	CTR	32	NCTR	67	NCTR
17	CTR	33	NCTR	68	NCTR
18	CTR	34	NCTR	69	NCTR
22	CTR	35	NCTR	70	NCTR
23	CTR	36	NCTR	71	NCTR
24	CTR	37	NCTR	72	NCTR
27	CTR	38	NCTR	73	NCTR
		39	NCTR	74	NCTR

40	NCTR	75	NCTR
41	NCTR	76	NCTR
42	NCTR	77	NCTR
43	NCTR	78	NCTR
44	NCTR	79	NCTR
45	NCTR	80	NCTR
46	NCTR	81	NCTR
47	NCTR	82	NCTR
48	NCTR	83	NCTR
52	NCTR		
58	NCTR		
59	NCTR		
60	NCTR		
61	NCTR		
62	NCTR		