



Comments of MCI

Regarding the Consultation Paper:

Proposed Amendments to Singapore Telecom's Reference
Interconnection Offer to Offer Local Leased Circuits As a Wholesale
Service

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INTRODUCTION

MCI appreciates that Singapore recognizes the importance of Local Leased Circuits, as described in the Info-comm Development Authority's (IDA) 16 December 2003 Decision to designate SingTel's local leased circuits as a mandatory wholesale service. We are grateful that the implementation stage has commenced and believe that a successful conclusion to this proceeding will advance Singapore's status in the eyes of the world as one of Asia's leading hubs for communications and business.

We preface our comments by noting that the history of local leased circuit regulation in other jurisdictions has shown that an incumbent operator, when required to reduce its charges to more reasonable levels, may seek to impose new and onerous terms and conditions. These are referred to in the industry as "deal killers" -- non-price related terms and conditions that make the service unusable. The incumbent operator continues to have the incentive to make it difficult for another operator to provide service to a downstream end user both operators are competing to serve. National regulators, therefore, have an active role to play in ensuring that the non-price terms and conditions for wholesale local leased circuits are which are no less favorable than the incumbent offers to its retail customers.

We comment in this proceeding based on considerable experience and investment in the Singapore market. MCI obtained a facilities-based license on 1 April 2000, the day on which Singapore's full liberalisation took effect. Since that date, MCI in Singapore has: deployed a fibre optic network around the central business district; built a backhaul network; activated multiple Gigabits of wholly owned submarine cable capacity; constructed two data centres; and launched a full suite of premium IP, data, and voice services for business customers. We note also that UUNet, a wholly owned subsidiary, invested in Singapore even earlier, rolling out Internet connectivity infrastructure in Singapore from the time it was granted an ISP license in 1997. Today, UUNet remains the brand name under which MCI provides world class IP-based services to corporate and wholesale customers in Singapore.

In addition, our views are complemented by comparative experience operating not only in the United States, but also in markets across Asia, Latin America and in Europe, where we are one of the largest pan-European competitive carriers.

SUGGESTED MODIFICATIONS

The draft RIO as proposed is not consistent with the IDA’s 16 December 2003 Decision and contains a set of deal killers that will make the service under the RIO unusable.

We therefore respectfully ask the IDA to request that SingTel revise the RIO as follows.

I. Draft Schedule 7A And 7B (FLLC and TLLC) Should Be Modified To Be A Mirror Image of the DigiPlus/DigiLink Retail Service

The IDA’s 16 December 2003 Decision mandates a “retail-minus” wholesale offering of the DigiPlus or Digilink retail service operators purchase today. Yet the draft RIO Schedule 7A (Full Local Leased Circuits or FLLC) and draft Schedule 7B (Tail Local Leased Circuits or TLCC) includes a set of terms and conditions demonstrably inferior to DigiPlus and DigiLink.

We respectfully ask the IDA to ensure that Schedule 7A and 7B of the RIO to be fully consistent (mirror image) with the terms and conditions currently in place for DigiPlus and DigiLink.

The tables below summarize the inferior aspect of Schedule 7A and 7B as compared to DigiPlus and DigiLink products.

Terms Relating To The Product Description

Description	FLLC	SingTel DigiNet
Service Offering-Product Characteristics	<p>Requesting Licensee is limited by the poor product service offer-</p> <p>RIO 7A para 1.1: The FLLC service is a service for the carriage of digital communications between an End User’s site and the Requesting Licensee’s network sit. The FLLC Service is provided for the sole purpose of enabling the Requesting Licensee to establish a connection between its network site and the End User’s site for use as a transparent input in the provisioning of a telecommunications service to the End User.</p> <p>RIO 7A para 1.5: The technical means of</p>	<p>Requesting Licensee is able to take up the full suite of LLC offers-</p> <p>DigiLink</p> <p>1. <u>Basic DigiLink</u>, which is an end-to-end link without provisioning of alternate exchange diversity. It is a single point to point circuit served by equipment connected to the nearest telephone exchange at both ends. Both ends of the circuit are provided with backup fibre and hot-standby hardware.</p> <p>2. <u>Standard DigiLink</u>, which is an end-to-end link having any one end provide with alternate exchange diversity. It is a single point to point circuit served by equipment connected to the nearest telephone exchange at any one end and to the alternate exchange at the other end. Both ends of the circuit are provided with backup fibre and hot standby hardware.</p> <p>3. <u>Enhanced DigiLink</u>, which is an end-to-end link having any one end provide with alternate exchange diversity. It is a single point to point circuit served by equipment connected to the nearest telephone exchange at any one end and to the alternate</p>

delivery (including routing) of the FLLC service shall be at the sole discretion of SingTel, provided that it shall be no less favourable than the routing which SingTel provides to its Customers.

exchange at the other end. Both ends of the circuit are provided with backup fibre and hot standby hardware.

DigiPlus

1. DigiPlus Exchange Diversity Facility

Retail Customers have the option of taking up the Exchange Diversity Option available under DigiPlus. This allows customers to be serviced with Digiplus Access from alternate exchange via different cable routes.

DigiPlus Exchange Diversity Facility Charges		
Access Speed (kbps)	Monthly Charge**	Installation Charge*
9.6	\$70	\$100
19.2	\$100	\$100
64	\$130	\$100
128	\$240	\$100
192	\$360	\$100
256	\$390	\$100
384	\$450	\$100
512	\$510	\$100
768	\$630	\$100
1024	\$750	\$100
1536	\$990	\$100
1984	\$1200	\$100

Geographical Reach

- The proposed FLLC service restricts connections only to end user customer sites only
- Pre-notification of sites is required prior to provisioning
- The current DigiNet retail services have no such limitations on the end user connection. A carrier can get connected to all termination points including SingTel's facilities management sites (GNCC, Kim Chuan and Telepark Centre) and sites belonging to other FBOs and SBOs.
- Pre-notification of sites is not required.

(7A para 1.4b: the B-end of the FLLC service may only terminate at Requesting Licensee's network sites for the Requesting Licensee has provided pre-notification to SingTel. The FLLC service will only be provided in respect of the Pre-notified Sites)

Terms Relating To Ordering / Change / Termination Procedures and Provisioning Times

Description	FLLC	SingTel DigiNet																		
1. Pre-Provisioning Lead Time	Need to inform SingTel 30 Business Days in advance	None																		
2. Standard Provisioning Lead Time	<p>SingTel determines RFS date after all pre-provisioning procedures are complied with.</p> <p>Factoring in the pre-provisioning lead time, it could take as long as 40-50 Business days before a LLC is activated</p>	<ol style="list-style-type: none"> 1. Without Fibre Available- 12 Business days 2. Without OLTM Available 9 Business days 3. Speeds under 128k with OLTM available – 7 Business Days 4. Speeds under 128 k, using copper- 5 Business Days 																		
		<p>ξ Normal Provisioning Service</p> <p>Provisioning within 3 weeks. The installation is charged at normal installation char</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 70%;">Types Of Service</th> <th style="width: 25%;">Standard Leadtime (Working Days)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Digital</td> <td></td> </tr> <tr> <td></td> <td>1. Without Fibre Available</td> <td>12</td> </tr> <tr> <td></td> <td>2. Without OLTM Available</td> <td>9</td> </tr> <tr> <td></td> <td>3. Speed >128K, with OLTM available</td> <td>7</td> </tr> <tr> <td></td> <td>4. Speed <128K, using copper</td> <td>5</td> </tr> </tbody> </table>		Types Of Service	Standard Leadtime (Working Days)	1	Digital			1. Without Fibre Available	12		2. Without OLTM Available	9		3. Speed >128K, with OLTM available	7		4. Speed <128K, using copper	5
	Types Of Service	Standard Leadtime (Working Days)																		
1	Digital																			
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	4. Speed <128K, using copper	5																		
3. Express Provisioning Lead Time	None	Provisioning done within 3 Working Days																		
4. Need to pre-apply for “Pre-Notified” Sites	SingTel requires Licensee to “apply” for Pre-Notified Sites (End-User sites) prior to accepting any activation request	None																		
5. 60 Business Day validity of FLLC Central Term and FLLC Non-Central Term	SingTel requires a 60 Business Day validity before it accepts activation request by Requesting Licensee. This effectively shortens the mandated 18 month and 24 month regulated period for CBD and Non-CBD LLCs by up to 3 Calendar Months.	None																		
6. Limits on number of activation requests from Licensees	<p>7A para 2.6a: five (5) requests from any Requesting Licensee shall be accepted on each Business Day...</p> <p>7A para 2.6b: twenty (20) requests from all Requesting Licensees shall be accepted each week.</p> <p>A typical licensee in Singapore has anything from 200 to 2000 end-user customers. Using the 5 request limit per Business Day will result in a 400 Business Day or close to 1 and a</p>	None																		

<p>7. Project Study</p>	<p>half years to migrate the customers across to RIO 7A!</p>	
	<p>Factoring in the 20 requests per week limit from all Licensees, this makes it impossible for carriers to migrate all their customers onto the new scheme before the expiration of the 18 and 24 month window period for the Central and Non-Central Term respectively.</p>	
	<p>MCI suggests a “paper migration” to move all existing LLCs to the regulated LLC offer</p> <p>Project Study required, whereby SingTel Takes time to “study” whether it can deliver the circuit. Singtel will take up to 10 Business Days to assess the FLLC activation request.</p>	<p>None</p>
	<p>7A para 3.1: SingTel will perform a Project Study in relation to the FLAR submitted by the Requesting Licensee within ten (10) Business Day after the Processing Date.</p> <p>7A para 3.2..SingTel may have regard to the following when assessing the availability of the FLLC service:</p> <ul style="list-style-type: none"> a) SingTel’s reasonably anticipated requirements in the next two (2) years for the FLLC Service for the provision to itself and its Customers b) SingTel’s reasonably anticipated requirements in the next two (2) years for the FLLC Service for Operations and maintenance purposes c) The Requesting Licensee’s and other Licensee’s requirements (including for operations and maintenance purposes) which have been ordered but not yet delivered or which have been provided. 	

8. Arbitrary Termination of Activation Requests	SingTel under its proposed procedures can arbitrary terminate any request from Requesting Licensees without commitment to provide alternative remedies and solutions. This impacts the Requesting Licensee if a ready customer order is at hand.	None
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Terms Relating To Service Level Commitments

Description	FLLC	SingTel DigiNet	
Service Level Guarantees	None	For Installation Work of DigiNet Circuit	
		Missed RFS Date By	Rebates
		1 Day	10 % of installation charge
		2 Days	20 % of installation charge
		3 Days	50 % of installation charge
		4 Days	75 % of installation charge
		5 Days or more	100 % of installation charge
		For Maintenance Work of DigiNet Circuits:	
		Outage (x)	Rebates
		6 hrs < x < 12 hrs	10 % of monthly rental charge
		12 hrs < x < 24 hrs	40 % of monthly rental charge
		24 hrs < x < 48 hrs	75 % of monthly rental charge
		x > 48 hrs	100 % of monthly rental charge

Terms Relating To Charges and Penalties

Description	FLLC	SingTel DigiNet
Application/Deactivation Charges	<ol style="list-style-type: none"> Charges per activation request per circuit levied if any of the pre-provisioning/provisioning procedures mandated by SingTel is not met. De-activation charges per deactivation request per circuit 	None
One-Time Installation and Monthly Recurring Charges	The overall charges could be higher than the mandated Retail Minus by iDA as a result of “Hidden Charges” and other “Additional Charges”	As per wholesale agreement
Network Termination Equipment Charges/Rental for 64kbps and 128kbps Circuits	Priced as a separate component	Featured in Monthly Recurring Charges (*varies from carrier to carrier)
Bandwidth Upgrade/Downgrade	Considered a termination with applicable termination penalties. New circuit will face significant delays as a new request. End Users are impacted.	Straight forward notification procedure without any financial penalties. End-Users are not impacted
Circuit Migration /Relocation	Considered a termination with applicable termination penalties. New circuit will face significant delays as a new request. End Users are impacted.	Straight forward notification procedure without any financial penalties. End-Users are not impacted
Circuit Deactivation	<p>Requires a twenty five (25) Business Day notice.</p> <p>Note: SingTel’s proposed FLLC scheme with the one-year minimum term is likely to result in a vast number of circuits forced into early terminations with the expiration of the 18 month and 24 month window for CBD and Non-CBD Circuits. Requesting Licensees are expected to end up paying hefty termination penalties (calculated as the liability for</p>	20 Business Day or 30 Calendar Days

	the remaining charges under the minimum term) to migrate the circuits from 7A to SingTel DigiNet.	
Deferment of Circuit Activation Date	<ul style="list-style-type: none"> • Simple notification in writing to SingTel • No financial penalties 	Complex procedures leading to (i) cancellation of original circuit order – deactivation charges applies (ii) Fines of up to 50% of installation charges

These are major deficiencies that would fundamentally impair the wholesale LLC offer. Each is potentially significant enough to make the RIO LLC offer unusable.

We therefore respectfully request that the IDA require Schedule 7A of the RIO be revised to be at least as favourable in all respects with the terms and conditions currently in place for DigiPlus and DigiLink, and only modified to the extent that improvements in terms, conditions and price are made in accordance with the IDA Decision.

II. Draft Schedule 7B (Tail Local Leased Circuit (TLLC) Service) Should Be Modified To Remove The Terms That Effectively Prevent Connection To The DigiPlus TLLC Network

The IDA's 16 December 2003 Decision mandates interconnection to DigiNet tail end circuits for operators co-located in SingTel's exchange buildings. Unfortunately, the draft RIO Schedule 7B (Wholesale Local Leased Circuit (Tail Circuits) Service) provides a set of inferior terms and conditions that will effectively prevent interconnection in the exchange.

Table 2. Interconnection to the DigiNetwork as it currently works with the Point of Interconnection at the FBO's Tech Site

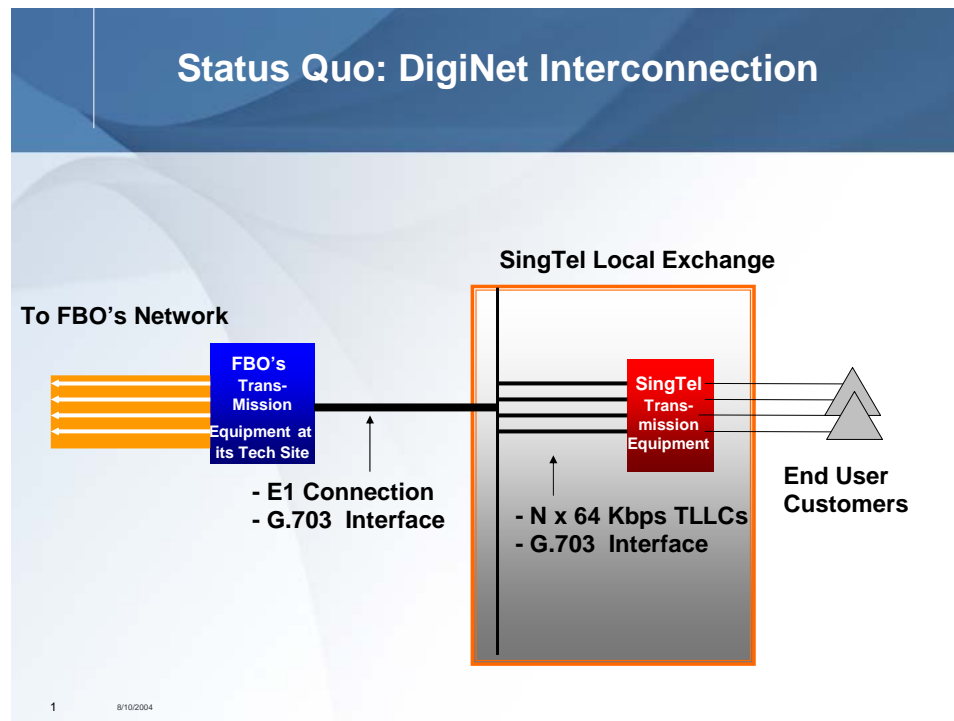
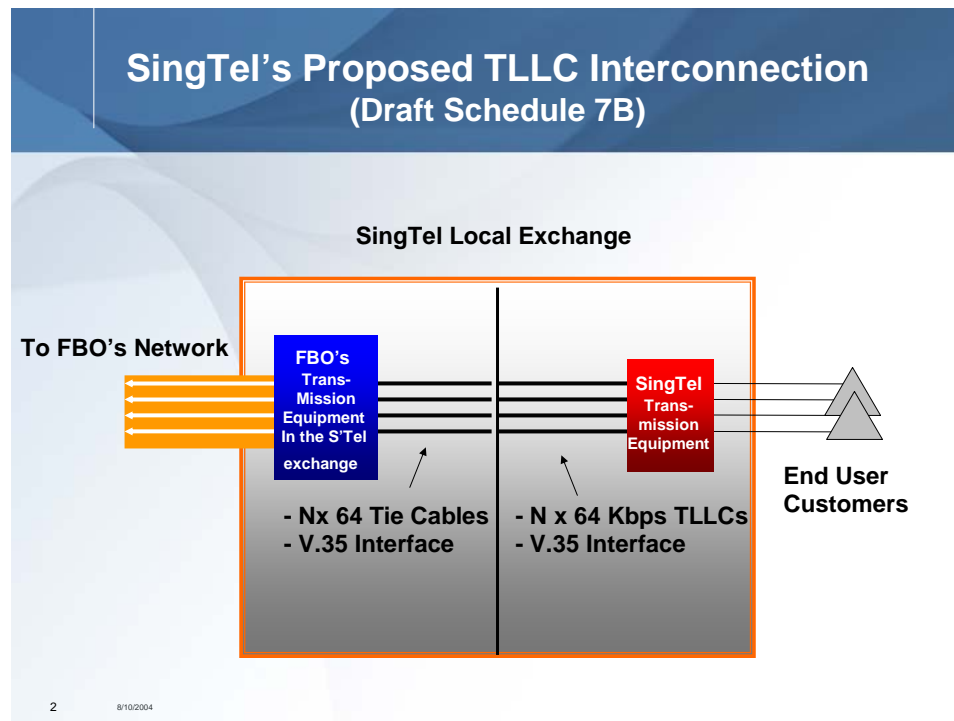


Table 3: The Inferior form of interconnection proposed in Schedule 7B of the draft RIO



The proposed form of interconnection depicted in table 3 is inferior to the status quo provided via the DigiPlus service. In the absence of the modifications described below, the RIO as currently drafted will effectively prevent interconnection. We therefore suggest the IDA consider requiring the following modifications.

- The V.35 interface proposed in the draft RIO should be replaced with the G.703 interface currently provided with the DigiPlus/Link service. The V.35 interface is a communications protocol normally used between Data Terminal Equipment (DTE) and Data Communications Equipment (DCE). In other words, it is designed primarily for network to end user connections not network to network connects.¹
- The requirement in the draft RIO that individual Nx64 tie cables be provided to connect to each individual N x 64k tail end circuit should be modified to allow the use of 2Mbps tie cables at the G.703 interface to connect to multiple N x 64k tail end circuits. This is the form of connection that takes place today at the point of interconnection at the FBO's technical site. In moving up the point of interconnection to the SingTel exchange once the FBO co-locates there, the form of interconnection should not be made inferior. The FBO should continue to be able to use a 2Mbps G.703 circuit (tie cable) to interconnect with SingTel's N x 64k tail end circuits. If this is not allowed, the ability to interconnect in the exchange will be effectively foreclosed.

- Grooming should be unbundled from the tail end circuit and made available for purchase under the same terms as currently provided under the DigiPlus service (i.e., at a charge of SGD \$50 per N x 64k tail end circuit connected to the 2Mbps tie cable of the FBO co-located in the SingTel exchange). If this is not ensured, interconnection in the exchange may be effectively foreclosed.

We believe these modifications to the RIO are necessary for the interconnection framework to be workable. We therefore ask that the IDA consider each proposed modification carefully.

III. Other Key Areas That Need To Be Modified To Comply With The Spirit And Letter Of The IDA's Decision

1. *The RIO should include Service Level Guarantees with commitments that are non-discriminatory to that offered to existing End-Users*

The IDA in its Decision is clear on this point, stating explicitly that “SingTel must provide the LLCs to FBOs in a timely and non-discriminatory manner” ensuring that the LLCs are “of the same quality ... as those it supplies to its End Users.”²

It is imperative that the IDA ensure that SingTel's draft RIO includes a set of specific Service Level Commitments whereby SingTel explicitly commits to the equivalent provisioning times and service quality as it provides to its customer today via its DigiPlus and DigiLink products.

The specific metrics the RIO should govern include:

- a set of minimum service levels for ordering and provisioning times, for example the standard provisioning time of 10 days under its retail DigiPlus products;
- a set of minimum service levels for fault management and restoration, for example 99.7% for service reliability, as per IDA's Quality of Service Requirements and a mean time of 2.3 hours for restoration of service;
- a set of minimum service levels for order cancellations and disconnects;
- a penalty scheme for non-compliance with the service levels that is straight forward to manage / calculate and begins on the first day of non-compliance, for example, there is a 10% rebate from the installation charge should SingTel install the DigiPlus service one day late; and
- reporting requirements whereby SingTel reports to the IDA on an itemized basis its performance on the above listed metrics

Including such minimum provisioning times and service levels in the RIO will make clear that SingTel is compelled to provide an equivalent level of service under the RIO as it does under its retail DigiPlus and DigiLink products. Under the RIO, SingTel should be compelled to provide the same provisioning time as measured from order to installation.

2. *The RIO should include provisions that ensure a non-discriminatory ordering, provisioning, service delivery, and deactivation process*

² 16 December 2003 IDA Decision, Appendix 1 paragraph 16.

The draft RIO Section 2.4 of Schedule 7A (and Section 2.5 of Schedule 7B) sets out an ordering process that is significantly more complicated and lengthy than that in place today for DigiPlus and DigiLink. The draft RIO also contains restrictions that do not exist in the DigiPlus and DigiLink order process. For example, Section 2.6 of Schedule 7A (and Section 2.7 of Schedule 7B), of the draft RIO provides that only five requests will be accepted per Business Day and only 20 per week whereas no such limitation is currently imposed when ordering DigiPlus and DigiLink services.

Please see Annex 1 for the comparison between the straight forward and timely ordering process for DigiPlus/Link as compared with the complicated and untimely process outlined in the draft RIO.

3. *The Commencement Date of the RIO should be in compliance with IDA's designation terms.*

SingTel's draft RIO proposes that the FLLC and the TLLC schedules commence on 20 July 2004. We note that, in the iDA's explanatory memorandum of the designation of SingTel's LLCs as mandated wholesale services dated 16 December 2003, the iDA states, in paragraph 19 that the designation will commence "*from the date on which the iDA approves the prices, terms and conditions of the service for incorporation into SingTel's Reference Interconnection Offer.....by a separate notice in the Government Gazette, IDA will specify the commencement date....*". We submit that the proposal by SingTel that the schedules commence on 20 July is therefore not in compliance with the iDA's designation terms. We further propose that the IDA publishes a clear commencement date, which should be no earlier than the date on which the relevant prices, terms and conditions for the FLLC and TLLC services are approved by the iDA and are published and available to FBO licensees."

4. *Transparency should be enforced by requiring the publications of the price and non-price terms of SingTel's RIO for wholesale LLC services*

As discussed in the introduction we are gravely concerned that the non-price terms of SingTel's RIO for wholesale LLC services are less favourable compared with its existing offers. In this regard, it would seem that SingTel is simply substituting an LLC pricing barrier to competition with a provisioning and timing barrier. In any case, SingTel should not be allowed to lower its provisioning and service quality commitments on the basis of reduced tariffs. In order to help ensure that SingTel is not unfairly discriminating against competitive carriers, we would urge the IDA to require SingTel to be more transparent in its pricing of LLCs. We would strongly recommend the IDA to require publication of the full price and non-price terms of both SingTel's retail and its wholesale LLC services on the Internet. This would also be consistent with the proposed publication of tariffs in the revised Section 4.4.1 of the draft Competition Code.

Transparency through web-based publication would help to ensure that there is no unfair discrimination against any party. Moreover, transparency in this area is consistent with international best practice and helps to promote investor confidence. For example, in the UK, BT's Reference Offer (RO) for Partial Private Circuits (PPCs) covering price, non-price terms, service level agreements etc. is published on BT Wholesale's website at <http://www.btwholesale.com/ppc>.

5. *The RIO should set out all charges relating to provision of the FLLC And TLLC service*

Sections 7.4 of Schedules 7A and 7B of the draft RIO provide for the payment of additional costs, where SingTel incurs additional costs beyond the normal provisioning of the FLLC and TLLC services. It is not clear to us what such additional costs beyond normal provisioning could entail – this is unacceptable. In order to ensure certainty and transparency, we urge the IDA to insist that all costs relating to the provisioning of the FLLC and TLLC services be explicitly stated in Schedule 9 of the RIO. Furthermore, a Requesting Licensee should in principle not be liable for charges which it is not notified prior to service delivery.

6. *The term commitment proposed in the draft RIO is discriminatory*

We urge the IDA to ensure that, in accordance with the IDA's Decision, the minimum commitment term for the proposed services in the RIO are no less favourable to those currently provided under the DigiPlus and DigiLink retail services. The minimum term for these retail services is one month. In other words, SingTel retail customers can take these services on a month by month basis. We note that SingTel proposes a minimum commitment term of one year in sections 11.2 of Schedules 7A and 7B of the draft RIO. We submit that this is discriminatory term which would have a material impact on our businesses as retail customers expect one month terms to be available. Under the current proposal, the only FBO who would be in a position to offer a one month term (without penalty for early termination) will be SingTel.

Our concerns over the proposals in sections 11.2 of Schedules 7A and 7B are increased by the onerous provisions for relocation and change of bandwidth set out in section 5 of Schedules 7A and 7B. Section 5.3 states that if a licensee requests that an LLC is either relocated or that the bandwidth is amended, then the FBO has to: (a) pay the remaining charges until the end of the 12 month minimum term; and (b) pay the installation and recurring charges for an entirely new LLC. In the event that a retail customer of an FBO wishes to upgrade its bandwidth during the second month of the initial 12 month term, a substantial "penalty" will be payable by the FBO. Section 5, coupled with section 11.2 of Schedules 7A and 7B, places SingTel with a significant competitive advantage over all other FBOs.

Whilst we recognise that there may be some limited costs incurred by SingTel in relocating an LLC or changing bandwidth on an existing LLC, we submit that all forms of penalty payment must be prohibited to enable fair competition, by allowing all FBOs to provide flexibility and choice of LLCs to their customers at competitive prices.

We propose that the charges levied by SingTel for the relocation of an LLC should simply be the installation costs for a new LLC. In relation to a bandwidth upgrade, we propose that no additional one-off charge should be payable (as the resources required by SingTel for such upgrade is minimal) and that the FBO should simply start to pay the higher recurring charge. In relation to a bandwidth downgrade, we suggest that FBOs should pay the lower recurring charge with no penalty. This is the position which SingTel takes with its own retail customers in relation to a downgrade and we believe that, in accordance with the principle of non-discrimination, this should also be applied in their wholesale offering.

7. *There should be no restriction on resale*

Sections 7.3(a) of Schedules 7A and 7B of the draft RIO appear to prevent the resale or re-supply of the FLLC and TLLC services to third parties. This appears inconsistent with IDA's Decision as well as highly irregular, since the RIO is expressly stated to apply to *wholesale* services, which by their very nature are resold or resupplied. The inclusion of such a provision in the RIO causes us grave concern as to the intentions of SingTel in complying with IDA's decision. These restrictions must be removed, and should be replaced with an affirmative statement that resale of the wholesale service to third parties is permissible.

ANNEX 1

Comparison Between The Ordering / Termination / Bandwidth Change Processes For DigiNet

Compared To

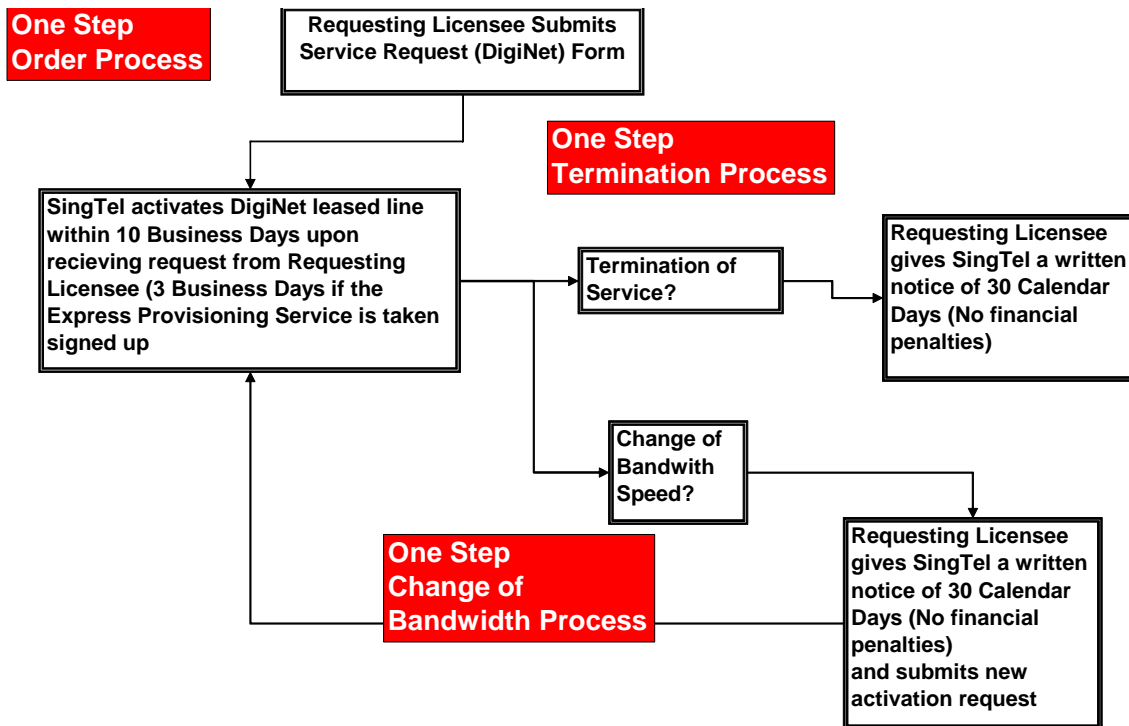
The Processes outlined in the draft RIO

DIGINET SERVICE ORDER, TERMINATION AND CHANGE OF BANDWIDTH PROCESS:

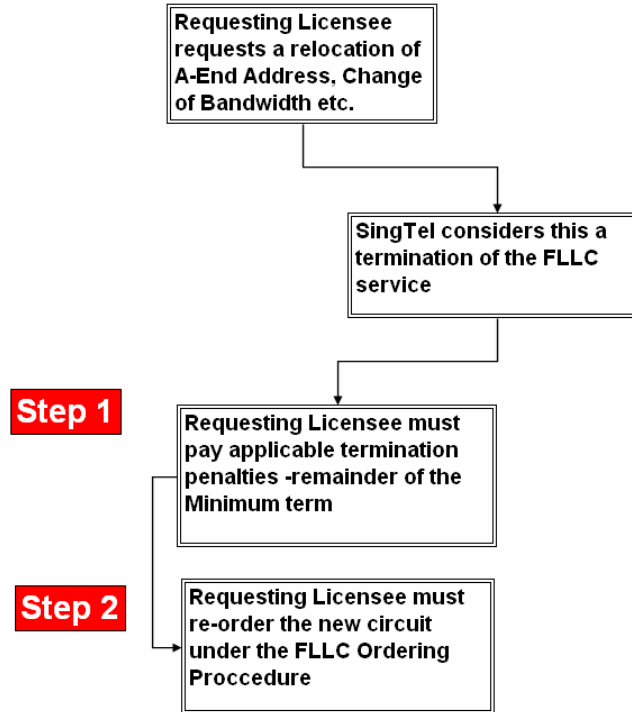
- **Order Process:** One Step, resulting in a standard provisioning time of 10 days as measured from completion of Step One

- **Termination Process:** One Step. With 30 calendar days notice, there are no termination penalties

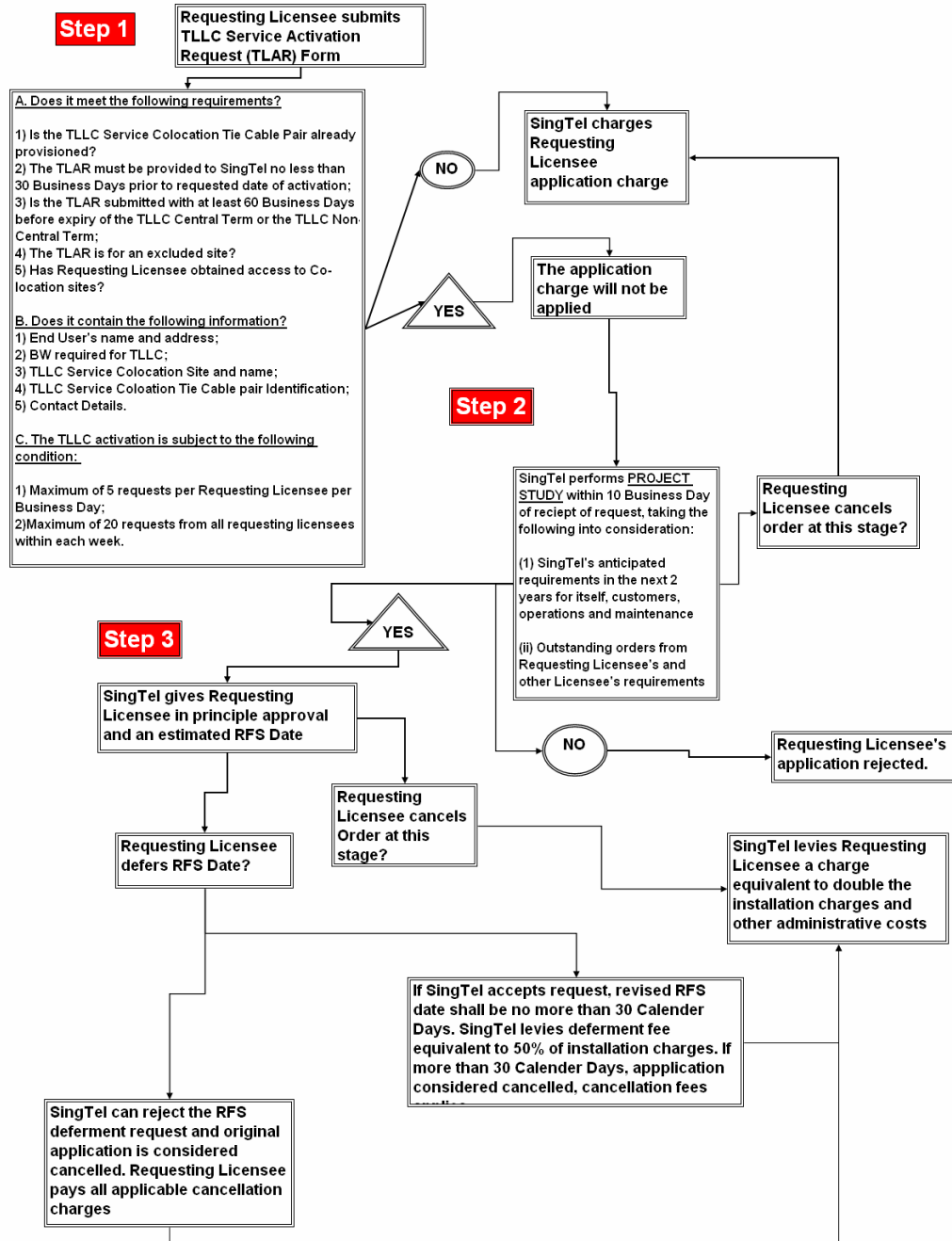
- **Change of Bandwidth Speed:** One Step. With 30 calendar days notice, there are not change financial penalties



- **Change Of Bandwidth Process Under Schedule 7A for FLLC**: An overwhelming amount of process is involved due to the fact that a change of bandwidth is treated as a termination, requiring the ordering licensee to pay in full for the remainder of the one year term and re-order under the order process depicted directly above.



- **Order Process Under Schedule 7B: TLLC:** An overwhelming amount of steps and process. Whereas under the DigiNet product, there is a commitment to a 10 calendar day provisioning time, under the proposed RIO process shown below, provisioning would take over 40 calendar days (10 business days for a project study and 30 calendar days for service delivery) or longer.



- **Change Of Bandwidth Under Schedule 7B TLCC**: An overwhelming amount of process is involved due to the fact that a change of bandwidth is treated as a termination, requiring the ordering licensee to pay in full for the remainder of the one year term and re-order under the order process depicted directly above.

