

ANNEX 3 TO IDA'S DIRECTION DATED 4 OCTOBER 2004

SCHEDULE 7B - MODIFICATION REQUIRED

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

- 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**). The TLLC Service enables the Requesting Licensee to establish a connection for the carriage of digital communications from an End User's site and the Requesting Licensee's co-located equipment at the SingTel exchange building nearest to and serving the End User's site.

CLAUSE 1.2 – MODIFICATION REQUIRED

- 1.2 The TLLC Service is a dedicated end-to-end digital transmission service connecting:
- (a) the End User's site ~~which is a legally valid business or residential address in mainland Singapore~~; 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.

IDA notes that SingTel has included the term "legally valid business or residential address in mainland Singapore". In this connection, IDA has already provided SingTel with its rationale as to why the term "valid legal address" is unsatisfactory (please see clause 2 of Appendix 2 of IDA's 23 August 2004 Direction). SingTel's inclusion merely qualifies the valid legal address as one that is a "business" or "residential" address, but it fails to take into account IDA's underlying concern and objection to including such a provision in the first instance. IDA reiterates that paragraph 7.2 of Appendix Two of the Code does not restrict an End User's site to sites that have a "valid legal address". The Code's requirement is that, so long as the end link of the circuit terminates at an End User's site, SingTel must provide the TLLC Service to the Requesting Licensee. IDA will not allow SingTel to adopt any term in its RIO that is contrary to the requirements of the Code. Finally, clause 1.4 already provides that the End User's site must be located within the mainland Singapore. Accordingly, IDA directs SingTel to modify clause 1.2 in the manner as specified above.

- 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 8B.

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 ~~that is not used approved by SingTel~~ for the purpose set out in clauses 1.1 to 1.3. ~~Specifically, the end link of the TLLC Service may not terminate at including but not limited to~~ cable stations, earth stations, SingTel exchanges, ~~SingTel FM sites,~~ manholes, ~~rooms housing a Main Distribution Frame,~~ Power Rooms, lead-in pipes, ducting, ~~and sites outside mainland Singapore (for the avoidance of doubt, sites within mainland Singapore include Sentosa Island and Jurong Island) at any outdoor site, or at any premises not owned or leased by the End User, or at premises owned or leased by the Requesting Licensee~~ (Excluded Sites). The TLLC Service will not be provided in respect of any Excluded Sites.

IDA re-iterates its position that it 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. However, IDA has no objection to SingTel’s inclusion of a list of “Excluded Sites” that clearly do not fall within the categorisation of End User’s site. In this respect, IDA accepts the list of “Excluded Sites” except for the following:

- (a) SingTel’s FM sites – IDA’s position is that, similar to data-hubs, End Users should not be restricted from locating in SingTel’s FM sites;*
- (b) Rooms housing a Main Distribution Frame – IDA’s position is that this exclusion is excessively broad given that it is not uncommon for some licensee’s network equipment to be housed in rooms which also house Main Distribution Frames;*
- (c) Outdoor sites – IDA’s position is that the scope of this term is vague and excessively broad, and can be construed to also exclude legitimate sites (for example, a bank’s automated teller machine that is situated outside of a building); and*
- (d) Premises not owned or leased by the End User or premises owned or leased by the Requesting Licensee – IDA’s position is that there is no justification for imposing such a restriction. It is conceivable that these sites may be located in premises that the End User does not own or lease, but, for example, has a licence for its use. It is also conceivable that End Users may locate their equipment at a Requesting Licensee’s data hub and this is a legitimate End User’s site.*

Accordingly, IDA directs SingTel to modify clause 1.4 in the manner as specified above.

1.5 The technical means of delivery (including routing) of the TLLC 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 itself, its affiliates and Customers.

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

CLAUSE 1.7 – MODIFICATION REQUIRED

1.7 (a) The timeframes in this Schedule relating to TLLC Service activation specified in clauses 3.1 and 4A are subject to delays caused by events outside SingTel's reasonable control, in which case such failure to meet the timeframes shall not constitute a breach of this RIO Agreement and clause 1.8(a) shall not apply, provided that SingTel must notify the Requesting Licensee as soon as practicable upon the occurrence of such events, stating the cause of the events and specifying a new service activation date by extending the relevant timeframes for a period equal to the period of such delays.

(b) For the purpose of sub-clause (a) above, in the event that SingTel is unable to activate service in relation to an TLAR received under this Schedule 7B within the timeframe specified in clause 3.1, and such failure is caused by the cumulative number of TLARs received from all Requesting Licensees exceeding the resources that SingTel has committed to processing the TLARs, such event shall not be considered outside of SingTel's reasonable control, unless SingTel can satisfy the Authority of the following:

(i) the anticipated cumulative number of TLARs that SingTel expects to receive from all Requesting Licensees is reasonable in the circumstances; and

(ii) SingTel has committed sufficient resources to process such anticipated cumulative number of TLARs.

(c) For the avoidance of doubt, subject to clause 4.1, SingTel must complete the TLLC Service activation by the new service activation date notified to the Requesting Licensee and clause 1.8(a) shall apply to such new service activation date. 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.

Please refer to section 6 of the Explanatory Memorandum for IDA’s requirements on the timeframes for service activation. In this regard, IDA has imposed the following obligations on SingTel:

- (a) SingTel must commit to meeting a service activation timeframe of 15 Business Days for regular provisioning, and subject to clause 4A, 3 Business Days for express provisioning (please see IDA’s annotations to clauses 2.3, 3.1 and 4A below); and*
- (b) SingTel must provide for a remedy in the form of a service level guarantee, should SingTel fail to meet the specified service activation timeframe (please see IDA’s annotations to clause 1.8 below).*

However, in the event that SingTel is unable to meet the specified service activation timeframes as a result of events beyond its reasonable control, IDA considers it reasonable for clause 1.7 to be modified to address SingTel’s liability and obligations under such situations. Accordingly, IDA directs SingTel to modify this clause in the manner as specified above.

CLAUSE 1.8 – MODIFICATION REQUIRED

1.8 (a) If SingTel fails to meet any timeframes in this Schedule relating to installation work or maintenance work to be undertaken by SingTel in relation to the TLLC Service, and the failure to meet the timeframe is ~~solely~~ caused by events within SingTel’s reasonable control, SingTel will provide a remedy to the Requesting Licensee in accordance with:

~~(i)(ii)~~ section 32 of the Annexure 7B-5 and any terms and conditions contained therein in respect of installation work; ~~and~~

~~(ii)(iii)~~ section 43 of Annexure 7B-5 and any terms and conditions contained therein in respect of maintenance work; and

~~(iii)(iv)~~ section 54 of Annexure 7B-5 in respect of claims made under Annexure 7B-5.

Please refer to IDA’s annotations above to clause 1.7. In the event that SingTel fails to meet the specified timeframes, IDA considers it reasonable that SingTel must be liable under its service level guarantee unless the failure is caused by events outside of SingTel’s reasonable control. In addition, IDA notes the following typographical error – references to “section 3”, “section 4” and “section 5” should be replaced with references to “section 2”, “section 3” and “section 4” respectively. Accordingly, IDA directs SingTel to modify clause 1.8 in the manner as specified above.

- (b) 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.

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.

CLAUSE 2 – MODIFICATION REQUIRED

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.

CLAUSE 2.2 – NO MODIFICATION REQUIRED

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

IDA accepts that as a matter of practical implementation, SingTel requires the Co-Location Tie Cables to be provisioned before it can provide the TLLC Service. A Requesting Licensee should also be aware of the timeframe required for the Co-Location Tie Cables to be provisioned under clause 9.2 of Schedule 8B, and hence the minimum lead time it needs to acquire Co-Location Tie Cables before it can submit the TLAR. Accordingly, SingTel need not modify this clause.

2.3 ~~Subject to clause 2.7;~~In the case of regular provisioning, the Requesting Licensee must ~~provide-submit~~ the TLAR to SingTel no less than:

~~(a) twenty fifteen (2015) Business Days in the case of regular provisioning; or~~

~~(a) eight (8) Business Days in the case of express provisioning;~~

prior to the requested date of activation for the TLLC Service.

Please refer to section 6 of the Explanatory Memorandum and IDA’s annotations below to clause 3.1 for IDA’s requirements on the timeframes for service activation. IDA maintains its position that, in the case for regular provisioning, SingTel must complete service activation within a committed timeframe of 15 Business Days from the date of submission of the TLAR. Please also refer to IDA’s annotations below to clause 2.7 for the basis of IDA’s rejection for a cap on the number of applications received. Accordingly, IDA directs SingTel to modify this clause in the manner as specified above.

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 Licensee Operator with a request identification number ~~and the date for processing the TLAR (Processing Date).~~

Please refer to section 6 of the Explanatory Memorandum for IDA’s requirements on the timeframes for service activation. SingTel must process the TLAR and ensure service activation within 15 Business Days from the date of submission of the TLAR. Accordingly, IDA directs SingTel to modify this clause in the manner as specified above.

2.5 SingTel will only process TLARs if the processing timeframe will result in activation of the TLLC Service for that TLAR prior to the expiry of either the TLLC Central Term or the TLLC Non-Central Term (as the case may be).

For clarity, IDA directs SingTel to modify clause 2.5 in the manner as specified above.

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

For the following reasons, IDA directs SingTel to modify clause 2.6 in the manner as specified above:

(a) *IDA rejects SingTel’s justification for its refusal to incorporate the qualification of “non-discrimination”. IDA would reiterate that such a qualification is consistent with the Dominant Licensee’s obligation of non-discrimination under the Code. In this respect, SingTel must process all requests for circuits on a “first come first served” basis and without any discrimination in favour of itself, its affiliates and its customers.*

- (b) Please refer to IDA's annotations below to clause 2.7 for the basis of IDA's rejection for a cap on the number of applications received.

CLAUSE 2.7 – DELETION 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,~~

~~except in cases where:~~

~~(i) a Requesting Licensee has notified SingTel of the approximate number of FLARs and TLARs that it expects it will submit on a daily and weekly basis over a six (6) month period; and~~

~~(ii) SingTel confirms that it is able to commit additional resources to process the number of FLARs and TLARs in the Requesting Licensee's notice.~~

IDA rejects SingTel's justification for retaining clause 2.7, which imposes a maximum cap on the number of applications that SingTel will process on a daily and weekly basis. IDA maintains its position that such a restriction impedes the ability of Requesting Licensees to compete effectively against SingTel by limiting the number of circuits that can be obtained from SingTel. On the other hand, SingTel is not subject to any such limit on the number of circuits that it may provide to its retail customers.

In relation to any concern that SingTel may have with respect to handling the expected number of applications submitted upon this Schedule becoming effective, IDA views this as an anticipated event for which SingTel must commit sufficient resources to undertake. IDA's position is that SingTel must be expected to deploy sufficient resources to meet the demands of its wholesale customers. However, IDA also recognises in clause 1.7(b) that in exceptional circumstances where there is an unexpected surge in the number of applications received, even though SingTel has deployed sufficient resources to meet the reasonably anticipated demand, SingTel should not be liable for such delays.

Accordingly, IDA directs SingTel to 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. Following completion of the Project Study, and in any event not later than ten (10) Business Days from the date of the Requesting Licensee's submission of the TLAR under clause 2.3, SingTel must notify the Requesting Licensee that either:

- (a) the TLAR has been accepted, in which case SingTel will notify the Requesting Licensee of the TLLC Service activation date. For the avoidance of doubt, the TLLC Service activation date must be no later than fifteen (15) Business Days from the date of the Requesting Licensee's submission of the TLAR under clause 2.3 ("Service Activation Date"); or
- (b) the TLAR has been rejected in accordance with clause 3.4.

Please refer to section 6 of the Explanatory Memorandum for IDA's requirements on the timeframes for service activation. SingTel must process the TLAR and ensure service activation within 15 Business Days from the date of submission of the TLAR. Accordingly, IDA directs SingTel to modify this clause in the manner as specified above.

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;~~

IDA rejects SingTel's justification for retaining this clause. The basis for IDA's assessment is set out in section 5 of the Explanatory Memorandum. Accordingly, IDA directs SingTel to 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 network equipment for the provision of the TLLC Service within six (6) months from the date of the Requesting Licensee's submission of the TLAR under clause 2.3.

IDA maintains its position that SingTel can only reject a request for an TLLC if SingTel has plans to decommission the network equipment within 6 months from the date of submission of the TLAR. For reason of certainty, IDA considers such a qualification of 6 months as necessary and reasonable. Otherwise SingTel can reject a TLAR even in circumstances where it only has a remote plan to decommission the network equipment without any firm timeframes. In response to SingTel's concern that in certain circumstances, decommissioning may be unplanned and not within its control, IDA notes that the ambit of this clause only covers those circumstances where SingTel has plans to decommission the network equipment.

CLAUSE 3.3 – DELETION 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 see IDA's annotations above to clause 3.1. As a consequential amendment, IDA directs SingTel to delete clause 3.3 in its entirety.

CLAUSE 3.4 – MODIFICATION REQUIRED

- 3.4 SingTel may reject a TLAR (and will provide a written statement of reasons for rejection to the Requesting Licensee) if:
 - (a) the end link for the End User's site is in respect of an Excluded Site;

- (b) ~~the TLAR does not conform with the timeframes in clause 2.5.~~

Under clause 2.5, SingTel will not process a TLAR unless the activation timeframe conforms to the stated requirements. It follows that clause 3.4 will not apply to any TLAR that does not conform to clause 2.5, given that SingTel will not process such a TLAR in the first instance. Accordingly, IDA directs SingTel to delete clause 3.4(b) above in its entirety.

- (c) the Requesting Licensee is not an FBO;
- (d) the TLAR is not in the prescribed form;
- (e) the TLAR does not contain all the required information;

- (f) ~~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;~~

While IDA agrees that SingTel may recover any reasonable additional costs that it incurs in providing the TLLC Service, it must not reject a TLAR on that basis. In this respect, IDA notes that clause 7.4 already provides for SingTel's ability to recover any such additional costs. Accordingly, IDA directs SingTel to delete clause 3.4(f) above in its entirety.

- (g) ~~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;~~

Clause 1.7 has been amended to include events during provisioning work that are beyond SingTel's reasonable control and result in delay of service activation. Accordingly, IDA directs SingTel to delete clause 3.4(g) above in its entirety.

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

As SingTel failed to specify the instances where SingTel does not have available resources other than in the case of unavailability of network infrastructure and equipment, IDA directs SingTel to modify clause 3.4(i) in the manner as specified above.

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

Please refer to IDA's annotations above at clause 2.2. Accordingly, SingTel need not delete this clause.

CLAUSE 3.5 – DELETION 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. If SingTel becomes aware that the TLLC Service will not be available to the Requesting Licensee at the requested time stated in the TLAR, it will, as soon as practicable, provide written details of the reasons why the TLLC Service will not be available, and when it is likely to be available.~~

Please refer to section 6 of the Explanatory Memorandum for IDA's requirements on the timeframes for service activation. SingTel must process the TLAR and ensure service activation within 15 Business Days from the date of submission of the TLAR. Accordingly, IDA directs SingTel to delete this clause in its entirety.

CLAUSE 3.6 – MODIFICATION REQUIRED

- 3.6 If the Requesting Licensee cancels its request for TLLC Service prior to the completion of the Project Study undertaken in clause 3.13, the Requesting Licensee must pay SingTel the Application Charge in Schedule 9.

Please see IDA's annotations above to clause 3.1. As a consequential amendment, IDA directs SingTel to amend clause 3.6 in the manner as specified above.

4. DELIVERY

CLAUSE 4.1 – MODIFICATION REQUIRED

- 4.1 If the Requesting Licensee requests ~~cancellation~~termination of the TLLC Service ~~before service activation~~after the completion of the Project Study, SingTel reserves the right to charge and the Requesting Licensee shall be liable to pay ~~the amount of the loss reasonably incurred by SingTel as a result of the Requesting Licensee's request for termination of the TLLC Service. This an amount not exceeding shall be either~~the full amount of the Installation Charges as set out in Schedule 9 ~~or a proportion thereof, and~~ calculated according to the amount of installation work undertaken by SingTel up to the

requested date of such ~~cancellation~~ ~~termination~~ and any losses incurred by SingTel as a result.

In connection with any request for service cancellation prior to activation of the service, IDA will not permit SingTel to recover any costs beyond the proportion of the reasonable costs incurred by SingTel in carrying out the installation work, up to a maximum of the Installation Charge. Accordingly, IDA directs SingTel to modify clause 4.1 in the manner as specified above.

CLAUSE 4.2 – MODIFICATION REQUIRED

4.2 If the Requesting Licensee requests a deferment of the ~~Service Activation~~ ~~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)(i) in the event that SingTel agrees to the request for deferment of the RFS Date before SingTel has commenced installation work,:~~

~~A. SingTel shall accept the deferment request, subject to the Requesting Licensee's payment of a deferment fee equivalent to 50% of the Installation Charges set out in Schedule 9, and provided the revised Service Activation RFS Date shall be no more than thirty (30) Calendar Days from the RFS Service Activation Date initially estimated and advised notified in clause 3.13(a) following completion of the Project Study. If the Requesting Licensee requests that the revised RFS Service Activation Date be beyond the said thirty (30) Calendar Days, SingTel reserves the right to reject the deferment request, discontinue any installation work in relation to the affected TLLC and and in such an event, the TLLC ordered as specified in the relevant TLAR shall be deemed terminated cancelled and the Requesting Licensee shall pay to SingTel the Application Charge amounts as stated in clause 4.1; and~~

~~(ii) after SingTel has commenced installation work, SingTel reserves the right to reject the deferment request. For the avoidance of doubt, where SingTel rejects the deferment request, SingTel will complete provisioning the TLLC by the Service Activation Date notified in clause 3.1(a), unless the Requesting Licensee requests for cancellation under clause 4.1.~~

~~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 maintains its position that, where SingTel has not commenced installation work, SingTel must accept any deferment request provided that such deferment does not exceed a period of 30 Calendar Days. Where the request for deferment exceeds a period of 30 Calendar Days, SingTel may reject the deferment request. In such a case, the TLAR will be deemed cancelled and the Requesting Licensee must pay SingTel the Application Charge.

On the other hand, if SingTel has already commenced installation work, IDA agrees that SingTel must have the right to accept or reject the deferment request. However, should SingTel reject the deferment request, SingTel cannot deem the TLLC as terminated, otherwise the Requesting Licensee that requested for deferment will be left without TLLC service altogether. Instead, SingTel must complete provisioning by the Service Activation Date, unless the Requesting Licensee requests for cancellation of the service under clause 4.1.

CLAUSE 4.3 – MODIFICATION REQUIRED

4.3 Notwithstanding clause 4.2, SingTel will not consider any request for deferment of the RFS Service Activation Date submitted by the Requesting Licensee on or after the date ~~estimated-notified~~ as the RFS Service Activation Date under clause 3.13(a) (or such other date as determined in accordance with clause 4.2(ii)(A)).

Please refer to IDA's annotations above to clauses 3.1(a) and 4.2. As a consequential amendment, IDA directs SingTel to modify clause 4.3 in the manner as specified above.

CLAUSE 4.4 – MODIFICATION REQUIRED

4.4 SingTel reserves the right to refuse to install or supply the TLLC Service if SingTel has evidence to substantiate a reasonably held belief ~~or information~~ to suggest that the end points ~~does~~ not conform with the Service as set out in clauses 1.1 to 1.4. In such an event, SingTel must provide a written response to the Requesting Licensee explaining the basis of its belief ~~and the evidence or the information~~ it has relied upon.

IDA rejects SingTel's justification for not incorporating IDA's required modifications. IDA maintains its position that it will not permit SingTel to act on any information or belief, unless it has evidence to substantiate such belief. IDA also does not consider this requirement as imposing any unjustified restriction on SingTel. In the first example cited by SingTel, the fact that the end point for the TLLC Service is different from that set out in the application form

would constitute evidence to substantiate SingTel’s reasonably held belief. In the second example, IDA would expect SingTel to obtain from the End User a written confirmation that it had not requested the relevant service, and such written confirmation would constitute the required evidence. Accordingly, IDA directs SingTel to modify clause 4.4 in the manner as specified above.

CLAUSE 4.5 – MODIFICATION REQUIRED

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 8EB); and

IDA notes the following typographical error – the references to “Schedule 8E” should be replaced with the reference to “Schedule 8B” instead.

- (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.

CLAUSE 4.6 – MODIFICATION REQUIRED

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 8EB.

IDA notes the following typographical error – the reference to “Schedule 8E” should be replaced with the reference to “Schedule 8B” instead.

NEW CLAUSE 4A – INCORPORATION REQUIRED

4A. EXPRESS PROVISIONING

4A.1 The Requesting Licensee may request SingTel for express provisioning of the TLLC Service. On receipt of such a request, SingTel will promptly and in good faith discuss with the Requesting Licensee its requirements.

4A.2 If SingTel accepts the Requesting Licensee’s request for express provisioning, SingTel must activate service within 3 Business Days from the date of its acceptance.

4A.3 Nothing in this Schedule shall prevent the Requesting Licensee from submitting a TLAR under clause 2.3 and concurrently requesting SingTel for express provisioning of the same circuit under clause 4A.1. In the event that the Requesting Licensee subsequently obtains express provisioning from SingTel, the TLAR shall be deemed cancelled and any Installation Charge payable upon cancellation of the TLAR shall be waived (for the avoidance of doubt, the Requesting Licensee shall remain liable to pay the Application Charge upon cancellation of the TLAR).

Please refer to section 6 of the Explanatory Memorandum for IDA’s requirements on the timeframes for service activation. Accordingly, IDA directs SingTel to incorporate the above new clause 4A into Schedule 7B.

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

5.1 Subject to clause 5.2, SingTel reserves the right to re-route the TLLC at any time. SingTel will implement any re-routing on a non-discriminatory basis and as it would carry out re-routing for itself, its affiliates and Customers.

CLAUSE 5.2 – MODIFICATION REQUIRED

5.2 Where SingTel proposes to re-route the TLLC, SingTel will ~~use its reasonable endeavours to~~ provide the Requesting Licensee with fourteen (14) Calendar Days prior notice. In the case of emergency re-routing, SingTel will provide the Requesting Licensee with notice as soon as practicable.

IDA would reiterate that in the case of non-emergency re-routing, SingTel ought to be aware of its planned re-routing schedule well in advance. As such, the obligation to provide notice to the Requesting Licensee in such an instance must be absolute and not premised on any reasonable endeavours. Accordingly, IDA directs SingTel to modify clause 5.2 in the manner as specified above.

CLAUSE 5.3 – MODIFICATION REQUIRED

5.3 If the Requesting Licensee makes a request for any TLLC Service to be relocated, such request will be subject to:

- (a) the Requesting Licensee providing the TLAR to SingTel no less than ~~twenty~~twentyfive (2015) Business Days prior to the requested date of relocation for TLLC Service;

Please refer to IDA’s annotations above to clause 2.3. As a consequential amendment, IDA directs SingTel to modify sub-clause (a) in the manner as specified above.

- (b) the Requesting Licensee being liable to pay to SingTel, where applicable, an Application Charge and a Relocation Charge as set out in Schedule 9 of the RIO~~that is equivalent to the corresponding One Time Installation Charge of the relocated circuit~~; and

Under Schedule 9, the Application Charge is waived in the case where the service requested in the application is provisioned. In addition, Schedule 9 also sets out different charges for relocation – depending on whether it is an internal or external relocation. Accordingly, for clarity, IDA directs SingTel to modify sub-clause (b) in the manner as specified above.

- (c) only the A-end of the circuit would be relocated for which the Requesting Licensee must produce evidence that the End User is relocating from the original End User Site to the new End User site.

CLAUSE 5.4 – MODIFICATION REQUIRED

5.4 If the Requesting Licensee makes a request for a change of TLLC bandwidth, such request shall be deemed to be:

- (a) a request for the ~~termination~~deactivation 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 ~~611.4~~614.4; 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 clauses 2 to 4A.

Any re-location of TLLC Service is governed by clause 5.3, and clause 5.4 only governs change of bandwidth. In addition, please also refer to IDA’s annotations to clauses 6 and 11.4 on deactivation and termination processes. Accordingly, IDA directs SingTel to modify clause 5.4 in the manner as specified above.

CLAUSE 6 – MODIFICATION REQUIRED

6. DEACTIVATION

SingTel has failed to implement IDA's requirements on service deactivation as set out in paragraph 2.4 of Annex 1 to IDA's 23 August 2004 Direction. IDA maintains the following requirements for which SingTel must adopt:

- (a) The term of the TLLC Service shall be for a period of 30 Calendar Days and renewed automatically for an equivalent period until the occurrence of the following events:
 - (i) the Requesting Licensee serves notice to deactivate the TLLC Service;*
 - (ii) any specified event of termination occurs; or*
 - (iii) the expiry of the availability period of the mandated wholesale terms.**
- (b) In relation to service deactivation, the Requesting Licensee may serve notice to deactivate the TLLC Service at any time by giving SingTel 30 Calendar Days prior written notice. However, where the Requesting Licensee requires deactivation before the expiry of the 30 Calendar Days notice period, the Requesting Licensee shall remain liable for the recurring charges until the expiry of the notice period.*

IDA will not permit SingTel to impose any unreasonable restraint on the ability of the Requesting Licensee to request for deactivation prior to the expiry of the notice period. This is because IDA recognises that there can be situations where it is not possible for the Requesting Licensee to wait out the 30 Calendar Days notice period. Moreover, in such situations, as the Requesting Licensee remains liable to SingTel for the recurring charges until the expiry of the notice period, SingTel is not put in any worse off position. Accordingly, subject to the other annotations below, IDA directs SingTel to modify clause 6 in the manner as specified below.

- 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. Subject to clause 6.4, the Requesting Licensee may deactivate a TLLC Service at any time upon giving SingTel The TLDR must be provided to SingTel no less than twenty threethirty (2330) BusinessCalendar Days prior written noticeto the requested date of deactivation of the TLLC Service.

Consistent with the usage of a period of 30 Calendar Days in clause 11.2, IDA agrees that 30 Calendar Days is a more accurate reflection of the period of one month.

- 6.2 SingTel shall process the TLDR and advise the Requesting Licensee of its acceptance or otherwise within three (3) 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; or
 - (b) the TLDR does not contain all the required information; ~~;~~
 - (c) ~~the TLDR is submitted less than twenty three (23) 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.~~

IDA has rejected SingTel's proposal to include deactivation charges. As a consequential amendment, IDA directs SingTel to delete clause 6.3 in its entirety.

- 6.4 If the Requesting Licensee requests deactivation of a TLLC Service before the expiry of the notice period of thirty (30) Calendar Days, 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 until the expiry of the thirty (30) Calendar Days notice period. 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~~ thirty (30) Calendar Days notice period.

Unlike a point-to-multipoint FLLC, partial deactivation cannot apply in the case of TLLC.

7. STANDARD TERMS AND CONDITIONS

- 7.1 SingTel is responsible for the maintenance and administration of the TLLC Service under this Schedule. For the avoidance of doubt, if the CPE is not bought from SingTel, SingTel is not responsible for the maintenance of such equipment. Any fault due to such equipment is not SingTel's responsibility and treated as no fault found case.

CLAUSE 7.2 – MODIFICATION REQUIRED

- 7.2 The Requesting Licensee must at its own expense:
- (a) procure and maintain any equipment or software that it requires to implement, receive and use the TLLC Service, unless SingTel expressly agrees otherwise in writing;
 - (b) follow the specifications for the TLLC Service as set out in Annex 7B-~~34~~ without modification;

IDA notes the following typographical error – the reference to “Annex 7B-3” should be replaced with the reference to “Annex 7B-4” instead.

- (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) ensure that its equipment is able to work with the TLLC Service;
- (e) raise fault reports to the SingTel representative in accordance to the Fault Restoration Procedures provided in Annex 7B-4⁵ or otherwise as notified by SingTel;

IDA notes the following typographical error – the reference to “Annex 7B-4” should be replaced with the reference to “Annex 7B-5” instead.

- (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 where applicable and is connected or used in accordance with the law and shall obtain the prior written approval of SingTel ([such approval not to be unreasonably withheld](#)) 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;

While SingTel may require approval of the Requesting Licensee’s equipment before connection to SingTel’s network in order to ensure compatibility and to protect the integrity of SingTel’s network, SingTel must not unreasonably withhold granting such approval. Accordingly, IDA directs SingTel to modify clause 7.2(g) in the manner as specified above.

- (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 rejects SingTel’s justification for retaining the above clause on the basis that the clause is consistent with SingTel’s retail terms and is commercially reasonable. Please refer to section 1 of the Explanatory Memorandum for IDA’s general response on consistency with retail offering. IDA’s objection to clause 7.2(i) is that there is no basis for SingTel to impose any obligation on the Requesting Licensee to carry out works on its equipment and software for the purposes specified. 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. As SingTel has not provided any satisfactory justification as to why this clause should be retained (including examples of such works), IDA directs SingTel to delete this clause in its entirety.

- (j) provide and maintain, when so required by SingTel and under the operating conditions and specifications ~~set out in Annex 7B-7 and, as amended by SingTel from time to time, 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;

SingTel has proposed for inclusion in Schedule 7A its “Standard Operating Conditions And Specification” as Annex 7A-8. Accordingly, IDA directs SingTel to: (a) modify clause 7.2(j) in the manner as specified above; and (b) incorporate the same “Standard Operating Conditions And Specifications” into Schedule 7B as Annex 7B-7.

- (k) use and keep all SingTel equipment that is provided to the Requesting Licensee and that is within the Requesting Licensee’s custody and control 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 reasonable request of SingTel;
- (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 directions given by the IDA and reasonable notices and instructions given by SingTel in respect of the installation, use or operation of the TLLC Service, SingTel equipment and all relevant equipment;

- (n) in relation to any equipment supplied by SingTel to the Requesting Licensee in connection with the TLLC Service and which is not covered by any applicable warranty, 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 such 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 ~~to be determined by or in such amount and calculated in such manner as SingTel may determine~~ at the relevant 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;~~

SingTel's justification for the retention of this clause is that it should be permitted to recover the costs of carrying out any inspection, testing and repairs etc of any equipment supplied to the Requesting Licensee where the applicable warranties relating to that equipment has expired or been excluded. Subject to IDA's directed modification to provide for clarity, IDA accepts SingTel's justification. Accordingly, IDA directs SingTel to modify this clause in the manner as specified above.

- (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.

Please see IDA's annotations above to clause 7.2(i). As a consequential amendment, IDA directs SingTel to amend clause 7.2(p) in the manner as specified above.

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;
- (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 providing the Requesting Licensee's services or otherwise, or purport to own the network used to provide the 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;
- (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 [\(such consent not to be unreasonably withheld\)](#);

IDA rejects SingTel's justification for refusing to incorporate the qualification of "reasonableness" on the basis that the current provision is consistent with that in SingTel's retail terms and conditions. In this respect, please refer to section 1 of the Explanatory Memorandum for IDA's general response on consistency with retail offering. IDA's position is that it is unreasonable for SingTel to have an arbitrary right to withhold consent. Accordingly, IDA directs SingTel to modify clause 7.3(d) in the manner as specified above.

- (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 SingTel [\(such consent not to be unreasonably withheld\)](#); and

IDA rejects SingTel's justification for refusing to incorporate the qualification of "reasonableness" on the basis that the current provision is consistent with that in SingTel's retail terms and conditions. In this respect, please refer to section 1 of the Explanatory Memorandum for IDA's general response on consistency with retail offering. IDA's position is that it is unreasonable for SingTel to have an arbitrary right to withhold consent. In relation to SingTel's submission that it must have the ability to reasonably protect itself in the case of congestion caused by a Requesting Licensee, IDA fails to see how the qualification of "reasonableness" will impede the ability of SingTel from doing so. Accordingly, IDA directs SingTel to modify clause 7.3(e) in the manner as specified above.

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

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.

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

CLAUSE 9.2 – MODIFICATION REQUIRED

9.2 The Requesting Licensee must comply with SingTel’s standard operating procedures [specified in Annex 7B-8](#) in relation to the use of the TLLC Service, as amended by SingTel from time to time.

SingTel has proposed for inclusion in Schedule 7A its “Standard Operating Procedures” as Annex 7A-9. Accordingly, IDA directs SingTel to: (a) modify clause 9.2 in the manner as specified above; and (b) incorporate the same “Standard Operating Procedures” into Schedule 7B as Annex 7B-8.

10. REQUESTING LICENSEE RIGHTS

10.1 Except to the extent expressly conferred under this Schedule 7B, the approval and provision of 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 the Wholesale LLC Commencement Date and shall continue until the expiry of:

- (a) eighteen (18) months from the Wholesale LLC Commencement Date for a TLLC that terminates at an End User’s site, where that End User’s site is within the Central Zone as defined in Annex 7B-~~67~~ (“**TLLC Central Term**”); and
- (b) twenty-four (24) months from the Wholesale LLC Commencement Date for all other TLLC not included in paragraph (a) (“**TLLC Non-Central Term**”).

Consistent with paragraph 7.2.2 of Appendix Two of the Code, IDA requires modification to the above clause to clarify that in the case of a TLLC circuit, the TLLC Central Term applies if the tail circuit terminates at an End User’s site located within the CBD proxy-region. In addition, IDA notes the typographical error - the reference to “Annex 7B-7” should refer to “Annex 7B-6” instead. Accordingly, IDA directs SingTel to modify clause 11.1 in the manner as specified above.

CLAUSE 11.2 – MODIFICATION REQUIRED

- 11.2 The Service shall commence on the Service Activation eDate activated by SingTel ~~(Commencement Date of Service)~~ and continue for a period of thirty (30) Calendar Days from the Commencement Service Activation Date of Service (TLLC Minimum Term), after which it will be renewed automatically on a monthly basis until the occurrence of one of the following events, which ever is the earlier:
- (a) the Requesting Licensee gives notice to SingTel to deactivate the relevant TLLC Service under clause 6.41;
 - (b) an event of termination occurs under clause ~~11.4 or~~ 13; or
 - (c) the expiry of the TLLC Central Term or TLLC Non-Central Term.

Please refer to IDA’s annotations to clauses 3.1, 6 and 11.4. As a consequential amendment, IDA directs SingTel to modify clause 11.2 in the manner as specified above.

CLAUSES 11.3 AND 11.4 – DELETION REQUIRED

- 11.3 ~~The Requesting Licensee may terminate a TLLC Service after the Commencement Date of the Service upon giving SingTel.~~
- 11.4 ~~The Requesting Licensee shall be liable for any recurring Charges specified in Schedule 9 incurred from the date of termination to the expiry of the one (1) month notice period. For the avoidance of doubt, where the Requesting Licensee deactivates a circuit before the expiry of the one (1) month notice period, the Requesting Licensee shall remain liable for the recurring Charges specified in Schedule 9 for that circuit until the later of the expiry of the one (1) month notice period and the expiry of the notice given under clause 11.3.~~

As clause 6 of Schedule 7B already governs requests for deactivation of TLLC Service (which is equivalent to termination of the TLLC Service), it is unnecessary to provide for such an equivalent process in clauses 11.3 and 11.4. Accordingly, IDA directs SingTel to delete clauses 11.3 and 11.4 in their entirety.

- 11.5 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.

CLAUSE 12 – MODIFICATION REQUIRED

12. SUSPENSION AND PLANNED OUTAGES

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 on fourteen (14) Calendar Days notice to the Requesting Licensee 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 (such repair or upgrading to be assessed and performed on the same criteria as SingTel provides to itself, its affiliates and Customers); or~~
- (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.

12.2 SingTel may carry out repairs or upgrades to any equipment or facility used to provide the TLLC Service by giving fourteen (14) Calendar Days notice to the Requesting Licensee (such repair or upgrades to be assessed and performed on the same criteria as SingTel provides to itself, its affiliates and Customers).

IDA reiterates its earlier comments that SingTel will not be permitted to suspend service on the grounds of repairs or upgrades. Instead, repair or upgrading works must be governed by a separate provision. This is also consistent with relevant processes adopted in the other schedules of the RIO. In this respect, IDA directs SingTel to: (1) amend the heading of clause 12 to include “Planned Outages”; (2) delete clause 12.1(a) above; and (3) incorporate a new clause 12.2 to govern repairs and upgrading works.

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 [\(in relation to a specific circuit\)](#) if:

- (a) the Requesting Licensee uses [that circuite-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);

In response to SingTel’s submission that clause 13.1 deals with the termination of a specific service only (i.e. a specific circuit), for clarity, SingTel must refer to the specific circuit as opposed to the “TLLC Service” as the subject matter of the termination. Otherwise, as drafted, it can be misconstrued that termination of the TLLC Service refers to termination of the supply of all TLLC under Schedule 7B and correspondingly, the schedule itself. Accordingly, IDA directs SingTel to modify clauses 13.1 and 13.2 in the manner as specified.

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

IDA rejects SingTel’s justification for retaining clause 13.1(b) based on the reasoning that clause 13.1 of the Main Body of the RIO refers to termination of the RIO Agreement or a Schedule in its entirety, whilst clause 13.1(b) refers to termination of a specific service. Where the Requesting Licensee is no longer an FBO, that licensee will not be entitled to obtain mandated wholesale LLCs from SingTel and correspondingly, Schedule 7B as a whole will be terminated. Hence, it is irrelevant to specify this as an event for termination of a specific TLLC.

- (c) the Requesting Licensee is in breach of this Schedule and such breach remains unremedied for a period of seven (7) Calendar Days after receiving notice from SingTel to do so;
- (d) in SingTel’s reasonable opinion, the Requesting Licensee is using [that circuite-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;
- (e) the Requesting Licensee abandons [that circuite-TLLC Service;](#)
- (f) [thate-TLLC circuit](#) has become unsafe [or unsuitable](#) for its purpose;

IDA would reiterate that the right for SingTel to terminate on the basis of unsuitability is already provided for in clause 13.3(b). Further, SingTel only provided reasons for retaining the reference to “unsafe” but did not provide any satisfactory justification as to why the reference to “unsuitable” should be retained. Accordingly, IDA directs SingTel to modify clause 13.1(e) in the manner as specified above.

- (g) SingTel’s right to own, maintain or operate ~~that circuite-Local Leased Circuit~~ or the TLLC Service is revoked or terminates or expires; or
- (h) use of ~~that circuite-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.

13.2 SingTel will endeavour to give the Requesting Licensee six (6) months prior notice of the closure of the SingTel Co-Location Site at which the TLLC Service terminates, except in cases where circumstances beyond SingTel’s reasonable control prevent SingTel from providing such notice (in which case SingTel must provide notice as soon as practicable after becoming aware of the closure). 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.

CLAUSE 13.3 – MODIFICATION REQUIRED

13.3 ~~Subject to clause 13.2 of the main body of this RIO Agreement, if~~ during the term of supply of the TLLC Service ~~(in relation to a specific circuit), that TLLC circuit~~ is:

SingTel has proposed to subject its right of termination under the above clause to clause 13.2 of the Main Body of the RIO. IDA does not consider this proposal appropriate because clause 13.2 of the Main Body only applies to termination of the RIO Agreement, its Schedules or a licence obtained under the RIO, and does not apply to any individual circuits or loops obtained under the relevant schedules.

- (a) no longer in use by the Requesting Licensee; or
- (b) subject to the approval of the Authority, has become technologically obsolete so that it is no longer suitable for use in SingTel's opinion;~~or~~
- (c) ~~subject to the approval of the Authority, no longer available to be used as determined by SingTel,~~

three (3) months prior notice may be given by SingTel to the Requesting Licensee for termination of the supply of the ~~ate TLLC Service~~ circuit.

For the following reasons, IDA directs SingTel to modify clause 13.3 in the manner as specified above:

- (a) *In relation to clause 13.3(b), IDA accepts technological obsolescence as the only ground for which SingTel may determine that the TLLC is “no longer suitable for use”.*
- (b) *In relation to clause 13.3(c), IDA's position is that, where an TLLC becomes unavailable, the provision relating to decommissioning would apply. Otherwise, SingTel has not provided any satisfactory justification of what other events may result in the unavailability of the TLLC.*

13.4 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.

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.

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 8BE 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. If purchased or leased from SingTel, the network terminating equipment will have to be separately purchased or leased at the Charges listed in Schedule 9 under Generic Components.

IDA notes the following typographical errors:

- (i) *the reference to Schedule “8E” should be replaced by the reference to Schedule “8B” instead; and*
- (ii) *the reference to “purchased” in the fourth line should be accompanied by reference to “leased” as well. Accordingly, IDA directs SingTel to modify this clause in the manner as specified above.*

ANNEX 7B-2 – MODIFICATION REQUIRED

IDA directs SingTel to modify Annex 7B-2 in the manner as specified below.

ANNEX 7B-2 REQUEST FORM FOR TLLC SERVICE ACTIVATION



SingTel

TLLC Service Activation Request

Date: _____

Application Reference Number: _____

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

1. Requesting Licensee Particulars

Requesting Licensee Name: _____

Requesting Licensee BRN: _____

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) For multiple sites/circuits, please complete and attach additional sections of the form for this purpose.

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)

4.5 Equipment Type: _____

4.6 Equipment Interface Type: _____

4.7 NTU (applicable only for 64kbps and 128kbps)

Outright Purchase

Rental

Own NTU

[Please specify:](#) _____

TLLC Service Activation Request

Application Reference Number: _____

5. **Tie -Cable Assignment** (Tie-Cable identity or reference number installed under Schedule 8E)
n x 64 kbps Tie-Cable: _____
2 Mbps Tie-Cable: _____
Coaxial Tie-Cable: _____

6. SingTel's Reply to the Requesting Licensee

Application returned – incomplete/illegible

Not Approved

Reason for Rejection: _____

Approved

SingTel Approval Code: _____

[REFS](#) Service Activation Date: _____

Circuit Reference Number: _____

Sign: _____

Contact Number: _____

Name: _____

Fax Number: _____

7. Processing Status

Received Date: _____ Queue Status: _____ Processed Date: _____

ANNEX 7B-3 – MODIFICATION REQUIRED

IDA directs SingTel to modify Annex 7B-3 in the manner as specified below.

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

1. Requesting Licensee Particulars

Requesting Licensee Name: _____

Requesting Licensee BRN: _____

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) For multiple sites/circuits, please complete and attach additional sections of the form for this purpose. **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)

4.5 Equipment Type: _____

4.6 Equipment Interface Type: _____

TLLC Service Deactivation Request

Application Reference Number: _____

5. **Tie -Cable Assignment** (Tie-Cable identity or reference number installed under Schedule 8E)
n x 64 kbps Tie-Cable: _____
2 Mbps Tie-Cable: _____
Coaxial Tie-Cable: _____

6. **SingTel's Reply to the Requesting Licensee**

Application returned – incomplete/illegible

Not Approved Reason for Rejection: _____

Approved SingTel Approval Code: _____

Deactivation Date: _____

Sign: _____

Contact Number: _____

Name: _____

Fax Number: _____

7. **Processing Status**

Received Date: _____ Queue Status: _____ Processed Date: _____

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:

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

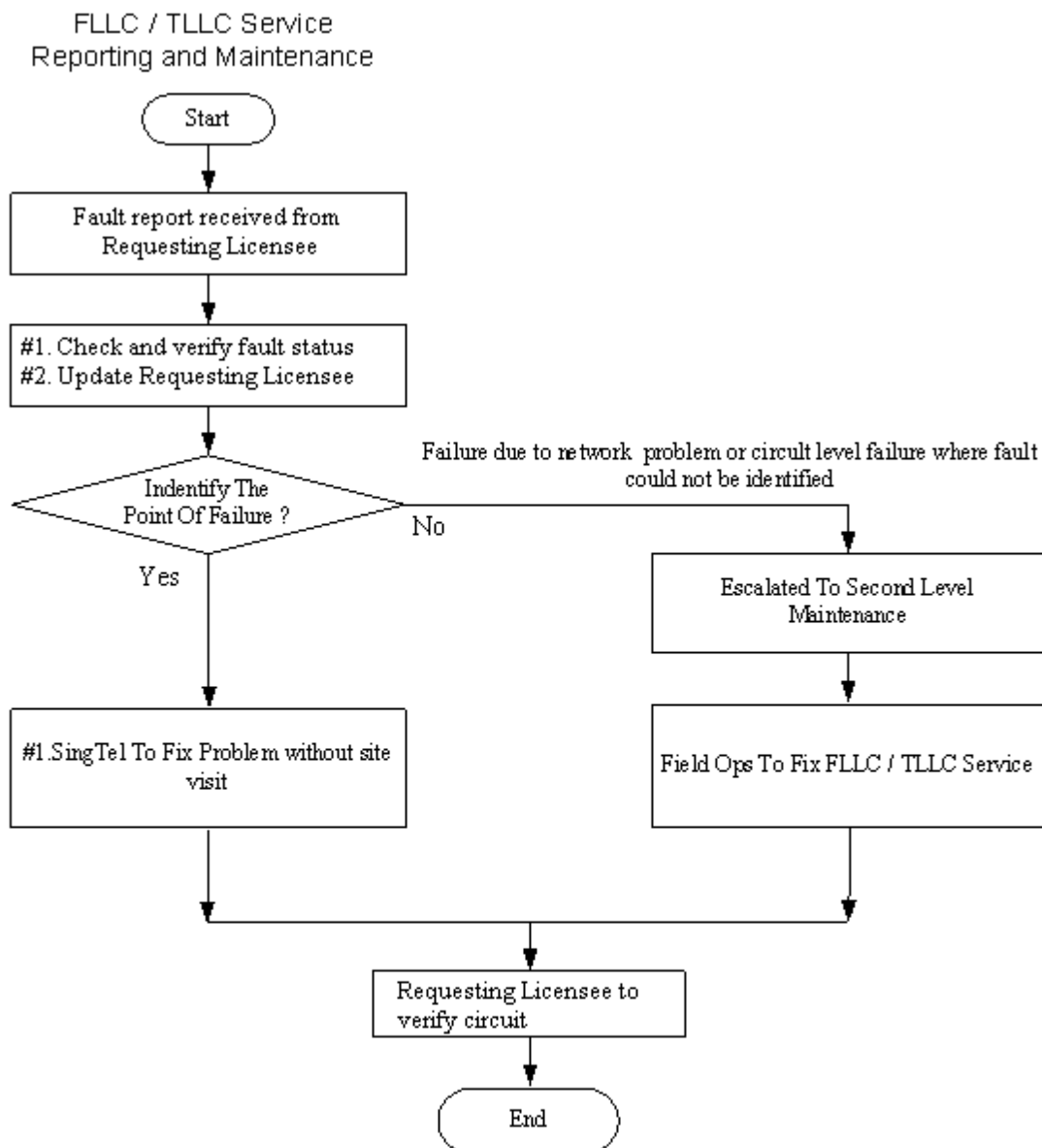
<u>Speed</u>	<u>Default Interface Standard</u>	<u>Network Interface Point (and other interface options where available)</u>
<u>64Kbps</u> <u>128Kbps</u> <u>192Kbps</u> <u>256Kbps</u> <u>384Kbps</u> <u>512Kbps</u> <u>768Kbps</u> <u>1024Kbps</u>	<u>V35</u>	<u>34-pin Winchester type connector. Other options (X21) are subject to availability.</u>
<u>1536Kbps</u> <u>1984Kbps</u>	<u>V35</u>	<u>34-pin Winchester type connector. Other options (X21 or G.703) are subject to availability.</u>
<u>2Mbps</u>	<u>G.703</u>	<u>120-ohm balanced, 4 wire twisted pair</u>
<u>45Mbps</u>	<u>G.703</u>	<u>75-ohm unbalanced, BNC coaxial</u>
<u>155Mbps</u>	<u>G.957/958 and G.707</u>	<u>1310nm, fibre connector: SC-PC</u>

The standards specified above are consistent with that adopted by SingTel in its retail offering. Accordingly, IDA directs SingTel to modify this annex in the manner as specified above.

ANNEX 7B-5 – MODIFICATION REQUIRED

ANNEX 7B-5 FAULT REPORTING PROCEDURE, INSTALLATION AND MAINTENANCE REBATES FOR LOCAL LEASED CIRCUIT

1. FAULT REPORTING PROCEDURE



NOTE: 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.

Please refer to IDA’s annotations above to clause 3.1. As a consequential amendment, IDA directs SingTel to modify section 2 in the manner as specified below.

2. REBATES FOR TLLC INSTALLATION WORK

Missed RFS Service Activation Date By	Rebates (as a percentage of the installation charge in Schedule 9)
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

- (a) The Installation Work under this section covers the provision of the TLLC Service up to SingTel’s network interface points.
- (b) If the End User’s premises are not under SingTel’s telecommunication cabling distribution scheme or the cabling network within the said premises is not provided by SingTel, then SingTel shall propose for it to provision and install wiring and socket(s) for the Requesting Licensee from SingTel’s network interface points to the End User’s premises, which shall form part of the installation work, and SingTel shall charge and the Requesting Licensee shall be liable to pay an additional cost as prescribed by SingTel from time to time.
- (c) If the Requesting Licensee wishes to decline SingTel’s proposal in respect of the provision and installation of wiring and/or socket(s), then the Requesting Licensee may either:
 - (i) appoint, at its own cost, a licensed contractor to carry out the said work and perform the necessary testing with SingTel upon completion of the said work, by the agreed upon [Service Activation](#)~~RFS~~ Date; or
 - (ii) terminate the TLLC Service.

- (d) If the Requesting Licensee’s licensed contractor fails to complete the said work and testing by the RFS Service Activation Date, then the Requesting Licensee shall be required to request for a deferment of the Service Activation~~RFS~~ Date. If the Requesting Licensee terminates the TLLC Service before the relevant Service Activation~~RFS~~ Date, then the Requesting Licensee shall pay to SingTel the amounts as stipulated in clause 4.2 of this agreement.

- (e) Subject to the Requesting Licensee agreeing to the proposal under paragraph (b) above, if SingTel fails to complete the installation work by the Service Activation~~RFS~~ Date owing to matters within SingTel's control, then the Requesting Licensee may make a claim in accordance with section 4 of this Annexure.

PARAGRAPH 2(f) – MODIFICATION REQUIRED

- (f) Where the TLLC Service is provided without a physical visit by SingTel's staff and/or agent to the End User’s premises, SingTel shall notify the Requesting Licensee of the date and/or time (“Activation Time”) when the TLLC Service shall be activated. If the TLLC Service is not activated at or after the Activation Time, then the Requesting Licensee shall report such non-activation "fault" to SingTel within forty eight (48) hours ~~the (“First Period”)~~ ~~(as hereafter specified)~~ after the Activation Time to enable SingTel to check and rectify the fault leading to the non-activation, if necessary. ~~When the~~ ~~However,~~ ~~if the~~ Requesting Licensee reports such non-activation “fault” ~~after the said First Period,~~ then SingTel shall check and rectify the fault within forty eight (48) hours or such longer period that SingTel reasonably requires ~~the (“Second Period”)~~ ~~(as hereafter specified)~~ from the time such non-activation “fault” is reported by the Requesting Licensee, and the revised Activation Time~~RFS Date~~ shall be correspondingly extended to the end of the said Second Period provided always that the fault lies within SingTel’s network and its reasonable control. ~~The First Period and Second Period shall be as specified by SingTel from time to time in such manner as SingTel considers appropriate.~~

For clarity, IDA directs SingTel to modify this paragraph in the manner as specified above.

3. REBATES FOR TLLC MAINTENANCE

Outage (x)	Rebates (as a percentage of the monthly rental charge in Schedule 9)
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

PARAGRAPH 3(a) – MODIFICATION REQUIRED

- (a) The scope of maintenance work under this paragraph covers:
- (i) restoration of the TLLC Service up to SingTel’s network interface points; and
 - (ii) any replacement, if deemed necessary by SingTel, of such wiring and/or socket(s), which has been laid or installed by SingTel between SingTel’s network interface points and the end-user’s premises. Such replacement shall be payable by the Requesting Licensee to SingTel at a reasonable cost prescribed by SingTel from time to time. If the Requesting Licensee does not agree to pay the said cost, then SingTel reserves the absolute right not to carry out any replacement work and shall be absolved from any obligation to maintain the TLLC Service. For the avoidance of doubt, if the Requesting Licensee or its licensed contractor provisions and installs the relevant wiring and/or sockets, then the Requesting Licensee is responsible for its own maintenance work.

While SingTel may impose a charge for undertaking such works, any such charge must be reasonable. In addition, IDA notes that under paragraph 2(c) of this annexure, a Requesting Licensee may self-provision and install the relevant wiring and sockets. It should be clarified that in such circumstances, the Requesting Licensee retains responsibility for maintenance work on such wiring and sockets. Accordingly, IDA directs SingTel to modify this paragraph in the manner as specified above.

- (b) If SingTel fails to restore the TLLC Service in accordance with paragraph (a)(ii) above owing to matters within SingTel’s control, then the Requesting Licensee may make a claim in accordance with section 4 of this Annexure.

4. CLAIM PROCEDURES

- (a) The Requesting Licensee may claim a rebate of no more than the applicable installation Charges in respect of the TLLC Service affected at any one time for the period of delay of the installation work beyond Service Activation~~RFS~~ Date. For the purposes of this clause, the installation charges applicable as at the date of the completion of the installation work

shall be used to determine the amount of the rebate. The claimable amount and the period of delay leading to such claim shall be as specified by SingTel from time to time.

- (b) Subject to paragraph (b)(i) and (b)(ii) below, the Requesting Licensee may claim a rebate of no more than the applicable monthly recurring Charges in respect of the TLLC Service with respect to which a fault reported by the Requesting Licensee to SingTel's designated fault reporting centre is confirmed at any one time and there is a delay of TLLC Service restoration by SingTel. The claimable amount and the period of delay of TLLC Service restoration leading to such claim shall be as specified by SingTel from time to time.
 - (i) The Requesting Licensee's claim under paragraph (b) above shall be limited to the failure of the TLLC Service only. The Requesting Licensee shall not be entitled to make any claim in respect of any other service whatsoever which may be or is directly or indirectly affected by the failure of the TLLC Service.
 - (ii) The aggregate of the claims made by the Requesting Licensee for the TLLC Service in any calendar month shall in no event exceed the latest monthly recurring Charges payable for that TLLC Service for that month. For the purpose of this Clause, the fault restoration time for the TLLC Service is used to determine a claim made in that calendar month.
- (c) A claim by the Requesting Licensee shall be made in writing within fourteen (14) Calendar Days of the completion of either the installation work or the maintenance work. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate.
- (d) If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by SingTel and will be reflected in SingTel's bill to the Requesting Licensee in accordance with SingTel's billing cycle.
- (e) The guarantee and rebates provided by SingTel under this Annexure:
 - (i) are of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
 - (ii) are subject to this Schedule, the Telecommunications Act (Cap. 323) and any rules or regulations made under the same.

PARAGRAPH 4(f) – MODIFICATION REQUIRED

- (f) Despite anything to the contrary in this section 4, if the Requesting Licensee qualifies to make any claim under this Annexure, SingTel shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies to make a claim or as to the quantum of the claim payable to the Requesting Licensee, ~~SingTel's decision on the matter shall prevail~~ the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 11 of the RIO, or in the case of a Billing Dispute, in accordance with Schedule 10 of the RIO.

Clause 35 of the Main Body of the RIO provides that any dispute should be resolved in accordance with Schedule 11, and if the dispute relates to billings, in accordance with Schedule 10. Accordingly, IDA directs SingTel to modify this paragraph in the manner as specified above.

5. INFORMATION TO BE PROVIDED BY THE REQUESTING LICENSEE BEFORE REPORTING FAULT

Items	Description / Remarks
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.
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
Any other information	Any other information that SingTel may require from time to time.

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.

6. 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.

ANNEX 7B-6 – MODIFICATION REQUIRED

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 (1st 2 digits of the 6-digit postal code or last 2 digits of the 4-digit postal code).

“CBD proxy-region” refers to the Singapore Postal Code in use as at the WLLC Commencement Date ~~and is subject to amendment if and when Singapore’s Postal Codes change:~~ -

Paragraph 7.2.2 of Appendix Two of the Code defines “CBD proxy-region” to mean the area within the CDB containing the locations where the Dominant Licensee, as at 20th July 2004, offers retails LLCs. Consistent with the Code’s requirements, IDA reiterates that 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 must not affect the areas determined to be within the “CBD proxy-region” as at 20th July 2004. Accordingly, IDA directs SingTel to modify this proviso in the manner as specified above.

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		