

STARHUB'S RESPONSE TO IDA'S CONSULTATION PAPER –

PROPOSED AMENDMENTS TO SINGTEL'S REFERENCE INTERCONNECTION OFFER TO OFFER CONNECTION SERVICES AT SUBMARINE CABLE LANDING STATIONS

StarHub Pte Ltd ("StarHub") appreciates the opportunity to comment on the proposed amendment to SingTel's RIO to offer connection services at submarine cable landing stations.

General Comments

1. Importance of Connection Services

The Connection Service is an important service provided by operators/owners of Submarine Cable Landing Stations to enable parties, who have acquired capacity in Submarine Cable Systems to access and use such capacity. In this respect, StarHub congratulates IDA for recognising the importance of such a service and designating Connection Services as an Unbundled Network Service. However, it is clear that some basic principles must be adhered to achieve IDA's objectives of "facilitating competitive entry in the international capacity market, in particular self-provisioning of backhaul facilities in Singapore".

StarHub submits that the following principles are key to achieving IDA's objectives :

- a) Simplicity and Efficiency in achieving connection
- b) Fair charging principles and tariffs
- c) Non-discriminatory treatment in the way SingTel treats other licencees and itself

Without adhering to such principles, other operators cannot compete with SingTel either in terms of prices or provisioning lead-times. This is clearly detrimental to IDA's stated objectives.

1.1 Simplicity and Efficiency in achieving connection

Terms and conditions imposed by SingTel in providing the Connection Service will have a downstream impact on other operators' abilities to meet provisioning timeframes. As such, it is important for operators to be able to achieve connection at the Cable Landing Stations as efficiently and simply as possible.

In this respect, StarHub will, in later Sections, propose how simplicity and efficiency can be achieved by reducing the need for unnecessary interfaces and equipment. The removal of such unnecessary interfaces not only results in lower cost and shorter lead-times but also eliminates potential points of failure.

For example, in new cable systems, such as APCN-2, the system interface is designed to provide a simple jump cable connection between the cable system ODF/DDF and the non-landing parties' ODF/DDF in their colocation space. Such simple arrangements intended and designed by the international cable system owners must not be jeopardised by SingTel's provision of the Connection Service, which in its present state specifies unreasonably long lead-times and requires additional interfaces. Even in the old cable systems, such as SMW-3 and APCN, it is not clear why SingTel requires an additional DXC (in addition to the Cable System's DXC). As stated above, such additional equipment only serve to create cost and operational inefficiencies. Even if additional equipment is justified, IDA must ensure that the cost of using such equipment is reflective of a multi-operator environment and shared by all operators including SingTel.

1.2 Fair charging principles and tariffs

This has been discussed in the above Section and is important to ensure that a competitive environment and level playing field can be achieved and operators can compete effectively with SingTel. As parties will not have an opportunity to comment on the charges for Connection Services, the onus is on IDA to ensure that SingTel does not include unnecessary elements in the charges and that the mandated charges are truly reflective of the efforts and resources incurred by SingTel in the provision of this Service.

1.3 Non-discriminatory treatment in the way SingTel treats other licencees and itself

While SingTel has stated in Clause 3.1 of their draft Schedule that "SingTel shall provide the Connection Service to the Requesting Licensee using the same criteria it uses to provide the Connection Service to itself", it is clear that unless IDA puts in place a mechanism to ensure that this is adhered to, there is little comfort that other operators can draw from this Clause.

It is therefore important that the Terms and Conditions offered by SingTel are benchmarked against that offered by Landing Parties in other countries to ensure that they are indeed reasonable and justifiable. SingTel should also be required to offer QoS standards and be penalised for its failure or breach of the terms of the Agreement.

2. SingTel's Proposed Configuration for Connection Services is Inefficient

As mentioned earlier, StarHub feels that SingTel's proposed configuration for provision of Connection Services is inefficient and complicates an otherwise simple service.

StarHub has attached our proposed configurations for Group A and B Cable Systems (see Annex A and B).

In relation to Group A Cable Systems (Annex A), it is StarHub's opinion that the SingTel ODF/DDF in between the Requesting Licensees ODF/DDF is unnecessary. The addition of such additional interfaces not only increases cost and provisioning lead-times but also adds another point of failure. Therefore, the need for such interfaces should be removed.

For efficiency, StarHub proposes that SingTel be required to provide the necessary patch cords for such connections during the Initial Capacity Order/Additional Capacity Order period while the Requesting Licensee provides the necessary connectors to SingTel for termination at the Requesting Licensees ODF/DDF.

As such, the cost of such Connection Services should be minimised and should only take into account the cost of the patch cords and manpower.

As for Group B Cable Systems, (Annex B), it is not clear why SingTel requires the additional DXC and ODF/DDF (in addition to those of the Cable Systems). Unless, SingTel is able to justify the need for such interfaces, they should be removed. Further, the DXC is clearly a piece of equipment whose usage is shared by various operators and should SingTel be able to justify the need for a DXC, the charges for use for the DXC must be reflective of the shared usage of the equipment.

3. With the removal of unnecessary interfaces, procedures can be simplified

It is clear that with the removal of all unnecessary interfaces, the procedures for SingTel to provide Connection Services can be simplified. The charges for such services can also be reduced and lead-times shortened.

Specifically, the cumbersome procedures in Sections 4 – 9 of SingTel's proposed Schedule can be simplified. StarHub's proposed framework is as follows :

- (A) APCN2, C2C, i2i and other new cable systems
- (i) Only Link provisioning and activation needs to be considered for APCN2 and all cables systems that land in SingTel's cable landing stations with RFS later than APCN2.
 - (ii) To simplify matters, only "Additional Link Order" (ALO) should be considered and should replace "Initial Capacity Order" (ICO) and "Advance Capacity Order" (ACO) for provisioning of capacity. The format of ALO Form should be the same as that for ICO and ACO with only a need for a change in heading.
 - (iii) ALO will not, however, require the section for "Capacity Order Profile".
 - (iv) Provisioning lead-time of ALO should be reduced from the proposed 4 months to 1 month prior to the relevant 6 month period.
 - (v) Activation using "Link Activation Request" (LAR) in the 6 month forecast period should be 5 business days.
 - (vi) "Ad-hoc Link Order" (AdLO) shall be allowed with provisioning period of 10 Business days, subject to reasonable additional costs. The additional charges should be reflected in Schedule 9 Clause 4.4. The format of the AdLO Form should be the same as ICO and ACO with the necessary change in heading.
 - (vii) Deactivation using "Link Deactivation Request" (LDR) should be 10 Business Days upon the submission of LDR.
 - (viii) Acknowledgement to ALO, AdLO, LAR and LDR should be provided within 3 Business days.
 - (ix) To facilitate connection services to be provided between the Requesting Licensee's co-located equipment and the cable system DF directly, the Requesting Licensee should furnish the quantity of connectors required for the link provisioning works in the relevant 6-month period.
 - (x) SingTel should provide the necessary Patch Cords for the termination between the Requesting Licensee's equipment and Cable System equipment. SingTel will also perform the termination between the mentioned equipment.
- (B) SEA-ME-WE3, APCN and other cable systems requiring the use of Digital Cross Connects
- (i) Only Capacity provisioning and activation needs to be considered for SEA-ME-WE3, APCN and other cable systems requiring digital cross connects.
 - (ii) To simplify matters, only "Additional Capacity Order" (ACO) should be considered and should replace "Initial Capacity Order" (ICO) for the capacity provisioning immediately following RFS of the cable systems.
 - (iii) ACO should not include Link Profile.
 - (iv) ACO should not include Capacity Activation Order for "VC3" and "VC12" in "Capacity Order Profile".
 - (v) Provisioning lead-time of ACO should be reduced from the proposed 4 mths to 1 mth prior to the relevant 6 month period.
 - (vi) Activation using "Capacity Activation Request" (CAR) in the 6 month forecast period should be 5 Business days.
 - (vii) "Ad-hoc Capacity Order" (AdCO) should be allowed with provisioning period of 10 Business days, subject to reasonable additional costs. The additional charges should be reflected in Schedule 9 of Clause 4.4. The format of the AdCO Form should be the same as that for ICO and ACO with the necessary change in heading.
 - (viii) Acknowledgement to ACO, AdCO and CAR shall be provided within 3 Business days.

- (xi) To facilitate connection services to be provided between the Requesting Licensee's co-located equipment and the cable system DF directly, the Requesting Licensee should furnish the quantity of connectors required for the link provisioning works in the relevant 6-month period.
- (xii) SingTel will provide the necessary Patch Cords for the termination between Requesting Licensee's equipment and Cable System equipment.

Given the apparent inadequacies in SingTel's proposal, IDA should require SingTel to submit a revised/new Schedule without the unnecessary interfaces and cumbersome procedures, which exist in SingTel present proposal. The revised proposal should also be subject to the public consultation process.

4. Treatment/Addition of New Cable Systems

There is no mention of how new cable systems and new cable stations should be incorporated into the proposed amendment. StarHub feels that such processes to include new cable systems and new cable stations should form part of the Schedule.

5. Connection Services should not be Limited to Submarine Cable Landing Stations

Increasingly cable operators are terminating their cables not only at Submarine Cable Stations, but in some instances, at other exchanges or SingTel's other sites such as the GNCC. Where cables terminate outside the Submarine Cable Stations, the requesting licensees must be able to also connect to equipment belonging to the cable operators or customers. Such connections should therefore be mandated and the tariffs cost-based.

StarHub feels that this Schedule should therefore be expanded to include situations where cables terminate outside of Submarine Cable Landing Stations.

6. Service Level Agreement

There is no mentioning on the service level that SingTel will provide to the Requesting Licensee. SingTel need to provide the Requesting Licensees an assurance to the service quality as well as the response time in the event of any fault with the associated escalation processes.

Specific Comments

As stated earlier, StarHub feels that SingTel's present proposal is inadequate and untenable in various aspects. StarHub's proposal, if accepted by the IDA would render SingTel's present proposal as inappropriate and unsuitable. However, in the event that the IDA decides to retain SingTel's proposal, StarHub specific comments to Schedule 4B are contained below.

Schedule 4B

1. Scope

- 1.3(b) To delete the word "competitive". Non-dominant licensees are not obliged to provide competitive services under the Code.
- 1.7(a) Since SingTel has already carved out its responsibilities for delays due to matters beyond its reasonable control under Clause 1.6, it is not necessary to confine the liquidated damages to delays caused solely by SingTel. To add the words "Subject to Clause 1.6" at the beginning of the sentence and to delete the words "is solely caused by SingTel".
- 1.7(b) In the absence on information of the actual charges, it is difficult to quantify the liquidated damages payable under this clause and to determine whether it is commensurate with actual potential losses. In any case, a percentage of the charges is not likely to be sufficient remedy for a delay. Further comments will need to be provided when the charges are released or mandated.
- 1.7(c) To delete the clause in entirety. SingTel's liability for delay should not be capped as proposed in Clause 1.7(b) as this may not be commensurate with the loss a Requesting Licensee could suffer as a result of a delay. In addition, StarHub proposes that the following clause should be inserted:
 - "The Parties acknowledge that this remedy will not be the sole and exclusive remedy available to the Requesting Licensee for such failure and SingTel shall be liable for such delay subject always to the Clause 15 of the RIO."

2. Categories of Cable Systems

General Comment: SingTel's proposal does not take into account nor facilitate the addition of new Cable Systems such as i2i. StarHub therefore proposes the following changes.

- 2.1(a) (ii) To insert the word "and" at the end of the sentence.
- 2.1(a) To insert sub-paragraph (iii) as follows:
 - "(iii) such other Cable Systems which land at the Cable Landing Station subject to the approval of the Authority."
- 2.1(b) (ii) To insert the word "and" at the end of the sentence.
- 2.1(b) To insert sub-paragraph (iii) as follows:
 - "(iii) such other Cable Systems which land at the Cable Landing Station subject to the approval of the Authority."

3. Ordering and Provisioning Procedure

- 3.1 To insert at the beginning of the sentence “Subject to clause 11.2,”.
To add at the end of the sentence “, its affiliates or SingTel’s other customers”.
- 3.2 SingTel’s proposal to process only 5 requests per day is too low. StarHub proposes that the maximum number of requests be increased to ten (10) requests per day.
- 3.3(b) It is unreasonable for SingTel to expect immediate notification. StarHub therefore proposes that the clause be amended to read as follows:
“the Requesting Licensee must, as soon as practicable, inform SingTel if such authorisation is revoked; and”.
- 3.4(b) To insert the word “substantially” after the word “is”.
- 3.4(c) To replace “not accompanied by the Third Party letter ...” with “not accompanied by the Third Party’s letter ...”.
- 3.4(d) To insert the word “material” after the word “required”.
- 3.4(e) To insert, after the words “Schedule 8D”, the following words “or other agreement as may be entered into between SingTel and the Requesting Licensee”
- 3.4(f) To delete the clause if the proposal to delete clauses 4 to 9 is accepted or if the proposal to adopt ICO for Group A Cable Systems only is adopted.
- 3.5(a) To delete the word “STM” before the word “link”. The termination of the link should not be limited to just STM link.
To replace “SingTel’s distribution frame” with “the Cable System’s distribution frame”.
- 3.5(c) To add at the end of the sentence “and be responsible for performing the physical termination of the link to SingTel’s distribution frame.”

Clauses 4 to 9

StarHub proposes to delete Clauses 4 to 9 as the procedures are unnecessarily tedious and the timeframe lengthy and would like to replace with the procedures as proposed in the general comments which are simpler and allow the timeframe and procedures to be substantially reduced. However StarHub would like to offer the specific comments to these clauses in the event that IDA choose to maintain the said clauses. In general, there should only be Link Activation Request for Group A Cable Systems and Capacity Activation Request for Group B Cable Systems.

4. Initial Capacity Order – Group A and B Cable Systems

This section should be expanded to include both link and capacity order. Link Order should be applicable for Group A Cable Systems only and Capacity Order should be applicable for Group B Cable Systems only.

- 4.2 To reduce the response time from 10 Business Days to 3 Business Days. We believe that this is sufficient for simply responding to a Request. This is a reduction which can be applied for all process times for responds to a requests.
- 4.2(a) To insert “and SingTel therefore accepts the ICO for the purpose of clause 4.4” after the word “ICO”.

4.2(b) To insert the word “reasonably” between the words “not” and “be”.

To also add the following:

“SingTel shall provide the Requesting Licensee with the reasons in writing for its inability to provide the quantity of initial capacity as aforesaid. SingTel shall also notify the Requesting Licensee of the date on which SingTel shall provide the full initial capacity requested in the ICO, thereby accepting the ICO for the purpose of Clause 4.4”.

4.2(c) To insert the words “by SingTel” after the word “procurement” and add the word “reasonably” before the word “required”.

4.4 Given the simplicity of the work to be carried out, there is no reason for SingTel to require thirty (30) Business Days for provision of capacity. StarHub proposes that ten (10) Business Days is reasonable and adequate.

4.4(a) SingTel should proceed to provide the initial capacity even if it is only able to do so partially. To add “or such capacity available” after the word “requested”.

4.5 To add at the end of the sentence “, its affiliates or SingTel’s other customers”.

To also add “SingTel shall advise the Requesting Licensee in writing upon completion of procurement”.

4.6 To insert the words “in writing” after the words “Requesting Licensee”.

5. Link Activation Request (Group A and B Cable Systems)

The Link Activation Request should apply to only Group A Cable Systems.

5.1 StarHub proposes that 5 Business Days is sufficient. Given the simplicity of the work required, SingTel should not need more than 5 Business Days notification.

5.2 StarHub proposes that 3 Business Days is sufficient.

5.2(a) To insert the following clause:

“5.2(a) Where SingTel accepts the LAR Form, SingTel shall advise the Requesting Licensee on the information as specified in clause 3.5(b) within three (3) Business Days of its receipt of the LAR Form.”

5.4 To delete the clause. As the Connection Services Fees already cover the costs for provisioning, there should be no need to impose a minimum commitment.

5.5 To delete the clause. As above.

6. Capacity Activation Requests (Group B Cable Systems)

This section should cover both links and ports activation for Group B Cable Systems.

6.1 StarHub proposes that five (5) Business Days is sufficient.

6.2 StarHub proposes that three (3) Business Days is sufficient.
To delete the words at the end of the sentence “or if the Capacity Activation Date is not at least five (5) Business Days after the Link Activation Date.”

6.4 To delete the clause.

6.5 To delete the clause.

7. Additional Capacity Order (Group A and B Cable Systems)

ACOs should cater to ad-hoc and urgent needs of the Requesting Licensees. The procedures should therefore be simple and the timeframe should be reduced. ACO Periods should be allowed to overlap with other ICO or ACO periods as otherwise, the Requesting Licensees would not be able to provide a timely service to their customers.

This section should be expanded to include both link and capacity order. Link Order should be applicable for Group A Cable Systems only and Capacity Order should be applicable for Group B Cable Systems only.

7.2 To delete the words “four (4) months” and replace with “one (1) month”. Given the simplicity of the work required, SingTel should not need more than 10 Business Days notification.

7.3 There should be room for a Requesting Licensee to request for additional capacity on an ad-hoc basis in order to cater for new requests of it customers. Hence there should be no restriction to prohibit ACO’s from being submitted during an ACO period. To delete second sentence of the clause and amend to state as follows:

“Each ACO shall set out the desired number of links/ports required for the ACO Period.”

7.4 SingTel should also include whereby if they can provide the request partially, SingTel should do so by the requested date and inform the Requesting Licensee.

7.4(b) To insert the word “reasonably” after the words “will not”.

To also add the following:

“SingTel shall provide the Requesting Licensee the reasons in writing for its inability to provide the quantities as aforesaid. SingTel shall also notify the Requesting Licensee of the date on which SingTel shall provide the additional capacity requested in the ACO.”

7.4(c) To insert the words “by SingTel” after the word “procurement” and add the word “reasonably” before the word “required”.

7.7 To add the words “, its affiliates or other customers” at the end of the sentence.

To also add the following:

“SingTel shall advise the Requesting Licensee in writing upon completion of procurement. SingTel shall provision the additional capacity requested in the ACO within ten (10) Business Days of the completion of procurement.”

7.8 To insert the words “in writing” after the words “Requesting Licensee”.

8. Link Activation Request for Additional Capacity (Group A and B Cable Systems)

This section should only apply to Group A Cable Systems.

8.1 StarHub proposes that 5 Business Days is sufficient.

8.2 StarHub proposes that 3 Business Days is sufficient.

8.2(a) To insert the following clause:

“8.2(a) Where SingTel accepts the LAR Form, SingTel shall advise the Requesting Licensee on the information as specified in clause 3.5(b) within three (3) Business Days of its receipt of the LAR Form.”

8.4 To delete the clause.

8.5 To delete the clause.

9. Capacity Activation Request for Additional Capacity (Group B Cable Systems)

This section should cover both links and ports activation for Group B Cable Systems.

9.1 StarHub proposes that five (5) Business Days is sufficient.

9.2 StarHub proposes that three (3) Business Days is sufficient.

To delete the words at the end of the sentence “and if the Capacity Activation Date is not at least five (5) Business Days after the Link Activation Date.”

9.4 To delete the clause.

9.5 To delete the clause.

10. Deactivation

10.1 Link Deactivation

10.1(a) StarHub proposes that ten (10) Business Days is sufficient.

10.1(b) StarHub proposes that three (3) Business Days is sufficient.

10.1(b) (iii) To delete the clause. There is no reason why SingTel should reject the Form if the request is more than fifteen (15) Business Days prior to the LDD. This is an unnecessary imposition on the Requesting Licensee.

10.1(b) (iv) To re-number to (iii).

10.1(d) The Requesting Licensee should be liable to pay for the charges incurred up to and including the deactivation of the link only. To delete and amend as follows:-

“The Requesting Licensee shall be liable to SingTel for recurring charges specified in Schedule 9 up to and including the date of deactivation.”

10.2 Capacity Deactivation

10.2(a) To delete the sentence “The CDD must be at least five (5) Business Days after the LDD.” at the end of the clause.

10.2(b) StarHub proposes that three (3) Business Days is sufficient.

- 10.2(b) (iii) To delete the clause. There is no reason why SingTel should reject the Form if the request is more than ten (10) Business Days prior to the CDD. This is an unnecessary imposition on the Requesting Licensee.
- 10.2(b) (iv) To delete this clause. There should be no requirement for minimum commitment as discussed above.
- 10.2(d) The Requesting Licensee should pay for the services used up to the date of the termination of that capacity only. To delete and replace as follows:-
“The Requesting Licensee shall be liable to SingTel for recurring charges specified in Schedule 9 up to and including the date of deactivation.”

11. Standard Terms and Conditions

- 11.1(c) To amend the sentence to read:
“provide and install the associated cables between its own equipment and SingTel’s Distribution Frame and terminate the associated cables to its own equipment.”
- 11.2 To insert sub-paragraph (a) as follows:
“provide the Connection Service to the Requesting Licensee in accordance with the terms and conditions of this Schedule;”
- 11.2(a) To re-number the present 11.2(a) as 11.2(b).

To delete the words “to itself and its affiliates” and replace with the words “to itself, its affiliates and other customers.”
- 11.2(b) To re-number the present 11.2(b) as 11.2(c).

To delete the words “to itself and its affiliates” and replace with the words “to itself, its affiliates and other customers.”
- 11.2(c) To re-number the present 11.2(c) as 11.2(d).

To delete the words “to itself and its affiliates” and replace with the words “to itself, its affiliates and other customers.”

12. Access and Approvals Required

To delete the words “The parties” and replace with the word “SingTel”. SingTel is the party providing the Connection Service and it would therefore be unreasonable to require the Requesting Licensee to secure such approvals.

13. Operations and Maintenance

SingTel’s proposed procedures are open-ended, identifying only the procedure by which each party is to notify the other of a fault and the resolution of a fault. It is common in the industry to have specific and quantifiable service levels, resolution process and compensation. StarHub proposes that this is added to Clause 13.

- 13.1 To replace the word “reasonable” with the word “best” and to insert the words “by the first-mentioned Party” after the word “identified”.

- 13.2 To replace the word “reasonable” with the word “best”.
- 13.3 To delete as it is a repetition of Clause 13.1.
- 13.4(a) To insert the words “or service interruption” after the word “fault”.
- 13.4(b) To insert the words “or service interruption” after the word “fault”.
- 13.5 The parties shall comply with the services level set out in Annex 4B.5.

We set our proposed Annex 4B.5 below :-

Annex 4B.5

Link or Capacity Performance

SingTel guarantees that each link to the relevant Cable System (“Link”) or Capacity will meet the following performance criteria :-

Bit Error Rate (BER): 1 x 10E-7

The ratio of the number of the error bits counted over the test interval to the number of data bits examined in the test interval.

% Error Free Seconds (EFS): > 99.7%

The number of seconds, expressed as a percentage of the duration of the test excluding unavailable time that no error occurs.

Severely Errored Seconds (SES): < 5 seconds

The number of seconds that the BER is worse than 1 x 10E-3.

If Requesting Licensee reports a failure to SingTel, SingTel must act promptly to resolve the failure and provide Requesting Licensee the progress reports every 1 hour interval..

The period during which the Link or Capacity falls below the above performance criteria is known as “Unavailable Time”. Unavailable Time will be calculated from the time SingTel receives Requesting Licensee’s report until SingTel confirmed that the Link or Capacity is restored. Unavailable Time excludes periods during which the Link or Capacity has been restored using other cables or medium of transmission.

If the fault is not resolved within the time frame specified below, Requesting Licensee will escalate to SingTel’s Fault Management personnel as follows to speed up the resolution process:

First Level	
If the issue cannot resolve on the 1 st hour	Name: Title: Tel: Fax: Mobile: Email:
Second Level	
If the issue cannot resolve on the 1.5 st	Name: Title:

hours	Tel: Fax: Mobile: Email:
Third Level	
If the issue cannot resolve on the 2 nd hours	Name: Title: Tel: Fax: Mobile: Email:
Fourth Level	
If the issue cannot resolve on the 3 rd hours	Name: Title: Tel: Fax: Mobile: Email:

If SingTel do not meet this guarantee for such Link or Capacity, SingTel will compensate Requesting Licensee for the Unavailable Time by reducing a percentage of the Annual Charge paid by Requesting Licensee in the month in which the Unavailable Time occurred as follows:-

Cumulative Unavailable Time (Hours) Per Month Per Circuit	Reduction in Annual Charge (%)
<= 2 hours	No compensation
> 2 hours but <= 4 hours	15
> 4 hours but <= 6 hours	30
> 6 hours but <= 7.5 hours	45
> 7.5 hours	50

[note: the above table is subject to the actual charges determined by IDA]

14. Term

Technically, it is possible for Connection Services to continue without the need for equipment to be co-located at the SingTel premises. The Terms of the Connection Services should not be terminated automatically with the termination of the Co-Location Licence.

To delete the words “and continue until the expiry or termination of the licence for Co-Location Space in respect of the Co-Location Equipment at the Submarine Cable Landing Station in accordance with Schedule 8D of this RIO Agreement” and to amend the clause to state as follows:-

“The Connection Service shall commence on the date SingTel notifies the Requesting Licensee of its acceptance of the Request for Connection Service for initial capacity in accordance with clause 4 and continue until the expiry or termination in accordance with Clause 16.”

15. Suspension

Any suspension of the Connection Services would be detrimental to a Requesting Licensee. SingTel should not be permitted to suspend the Services at its sole discretion. The principles for suspension as set out in Clause 12 the RIOA should apply. We set out below our proposed amendment of Clause 15 in conformance with Clause 12 of the RIOA: -

15.1 Either party may suspend the Connection Services, capacity or link in accordance with Clause 12 of the RIO.

16. Termination

Consistent with the principles for termination in the RIOA, any termination by SingTel should be subject to IDA's prior approval.

16.1 To insert "Subject to Clause 16.7," at the beginning of the sentence.

16.1(b) To delete the words "in SingTel's reasonable opinion".

16.1(c) To insert the words "by the Requesting Licensee" after the words "is used".

16.1(d) This should be deleted. As discussed above, the Connection Services can run without the need for co-location.

16.1(f) To insert the words "by the relevant Third Party" at the end of the sentence.

16.2 To insert "Subject to Clause 16.7," at the beginning of the sentence.

16.3 The timeframe should be consistent with that provided for in the RIO Main Agreement and should therefore be thirty (30) Calendar Days instead of ten (10) Business Days.

16.3(b) To delete the clause. When the Connection Service is terminated, SingTel is able to disconnect the service at the distribution frame. There should not be a need for the Requesting Licensee to disconnect its equipment from the Cable System.

16.4 To delete the clause.

16.5 To insert the words "pursuant to Clause 16.1 or 16.2 and" after the words "capacity or link".

To also insert the following at the end of the Clause:

"If the Requesting Licensee terminates the Connection Service pursuant to Clause 16.2, the Requesting Licensee shall only be liable for charges up to and including the date of such termination, regardless of whether or not such termination occurs before or after the minimum periods specified in this Schedule."

16.7 To insert the following clauses:-

16.7 Prior to terminating this Schedule, the Connection Service or any capacity or link or any licence granted under this Schedule in full or to the extent necessary, the Terminating Party will notify the Authority that it proposes to terminate the Schedule, licence, Connection Service, capacity or link and request the Authority's written approval of such termination. Termination rights shall not be exercised without the Authority's approval, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately terminate the operation of this Schedule, licence, capacity or link.

- 16.8 If the Authority issues an order granting in whole or in part the request under Clause 16.7 above, the Terminating Party may immediately terminate this Schedule, licence, Connection Service, capacity or link or those parts covered by the Authority's order by giving written notice to the other and such notice complies with the conditions of any order of the Authority in relation to the termination of this RIO Agreement.

Annex 4B.1

Refer to general comments.

Annex 4B.2

Refer to general comments.

Annex 4B.3

Point 4 Capacity Profile – VC12 and VC 3 options to be removed but StarHub to retain capability of activating VC12 and VC3 within VC 4 port.

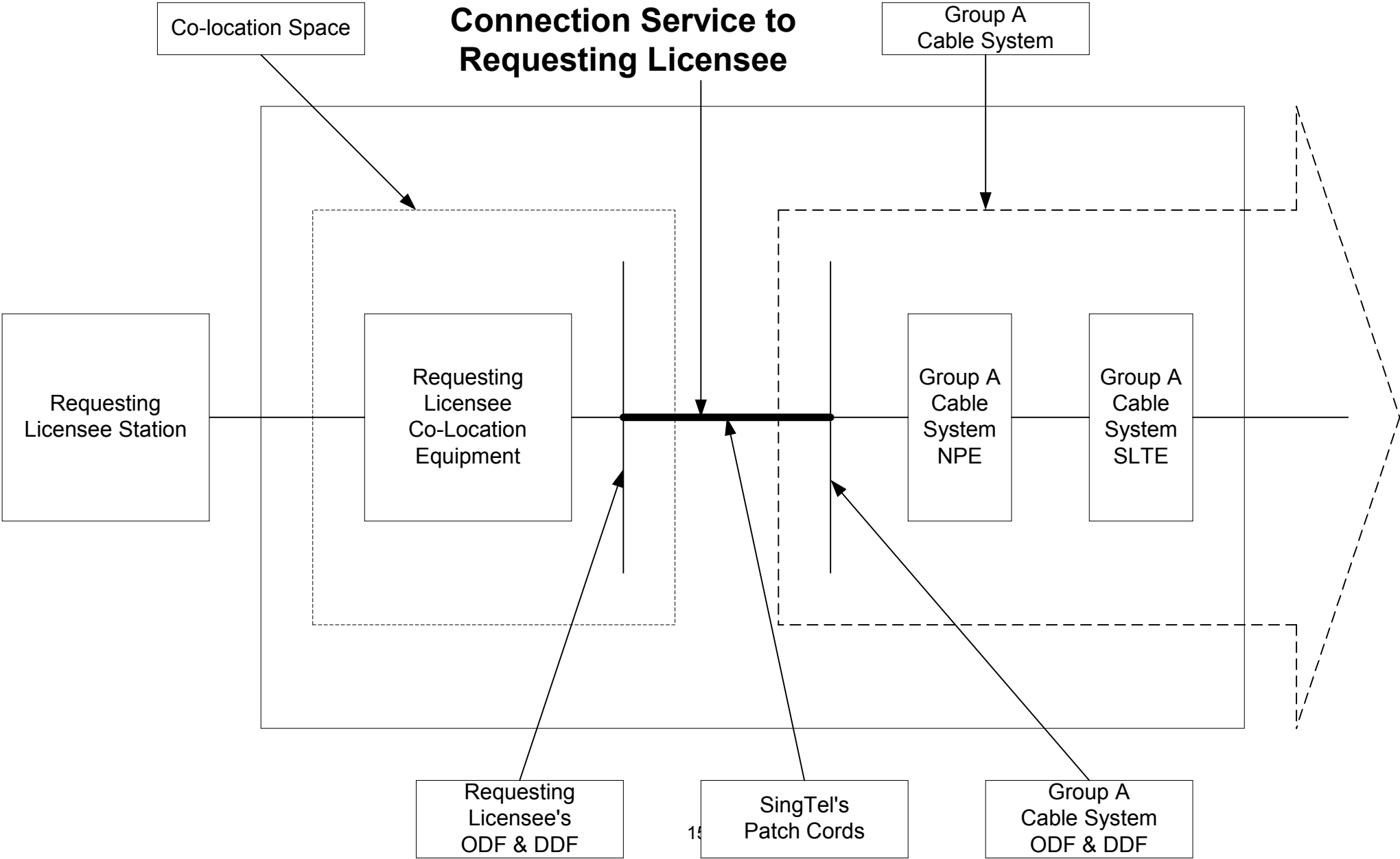
Annex 4B.4

Point 6 – Amend to Requesting Licensee's ODF / DDF Port Assignment

Annex 4B.6

Point 4 Capacity Profile – VC12 and VC 3 options to be removed but StarHub to retain capability of activating VC12 and VC3 within VC 4 port.

Group A Cable Station



Group B Cable Station

