

*IDA ANNOTATION*

**SCHEDULE 4B**  
**SUBMARINE CABLE CONNECTION SERVICE**

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## SCHEDULE 4B

### SUBMARINE CABLE CONNECTION SERVICE

#### 1. SCOPE

##### ***CLAUSE 1.1 – CONDITIONAL APPROVAL***

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with the Connection Service and on which the Requesting Licensee may access or use the Connection Service.

##### ***CLAUSE 1.2 – AMENDMENTS REQUIRED***

- 1.2 The Connection Service is a service provided by SingTel to the Requesting Licensee for implementing, establishing and maintaining a connection between:

- (a) the Requesting Licensee's Co-Location Equipment located at the Co-Location Space at the Submarine Cable Landing Station; and
- (b) the Cable System,

for the sole purpose of accessing cable capacity on the Cable System in accordance with clause 1.3.

***Please see Section 1 of Schedule 1 to this Direction. Specifically, SingTel must amend clause 1.2 to offer to provide Connection Services to a Requesting Licensee irrespective of whether the Requesting Licensee decides to co-locate its equipment within SingTel's cable landing station (pursuant to acceptance of Schedule 8D of SingTel's RIO or otherwise) or site its equipment outside of SingTel's cable landing station and run an interconnection cable to SingTel's cable landing station to connect to the Cable System.***

##### ***CLAUSE 1.3 – AMENDMENTS REQUIRED***

- 1.3 SingTel shall provide the Connection Service to the Requesting Licensee solely for the purposes of enabling the Requesting Licensee to:

- (a) access its own cable capacity on the Cable System; and/or

- (b) access the cable capacity of any Third Party (including, but not limited to, another licensee) on the Cable System for the purpose of providing a competitive backhaul service to that Third Party.

***SingTel must amend clause 1.3(b) by deleting the word “competitive” in the second line. The word “competitive” unnecessarily qualifies the Requesting Licensee’s provision of backhaul service to a third party.***

#### **CLAUSE 1.4 – AMENDMENTS REQUIRED**

- 1.4 For the avoidance of doubt, the provision of Co-Location Space and physical access thereto at a Submarine Cable Landing Station is not covered in this Schedule. The Requesting Licensee must acquire Co-Location at a Submarine Cable Landing Station in accordance with Schedule 8D of this RIO Agreement.

***Please see Section 1 of Schedule 1 to this Direction. Specifically, in the case where the Requesting Licensee decides to site its equipment outside of SingTel’s cable landing station and run an interconnection cable to SingTel’s cable landing station to connect to the Cable System, clause 1.4 must be amended to provide for a process pursuant to which the Requesting Licensee will have the means to do so – including acquiring any necessary elements that SingTel is required to offer to provide under the Code (for example, access to lead-in ducts and manholes to the cable landing station) for the purpose of running an interconnection cable to SingTel’s cable landing station.***

#### **CLAUSE 1.5 – CONDITIONAL APPROVAL**

- 1.5 This Schedule only applies to Requesting Licensees who are FBOs.

#### **CLAUSE 1.6 – CONDITIONAL APPROVAL**

- 1.6 (a) The timeframes in this Schedule relating to the provision of the Connection Service, capacity activation and link activation are subject to delays caused by events outside SingTel’s reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.
- (b) For the avoidance of doubt, a failure to meet these timeframes caused by events outside SingTel’s reasonable control does not constitute a breach of this Schedule or this RIO Agreement.

## ***CLAUSE 1.7 – CONDITIONAL APPROVAL***

- 1.7 (a) If SingTel fails to meet any timeframes in this Schedule relating to the provision of the Connection Service, capacity activation and link activation and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.
- (b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.
- (c) The Requesting Licensee acknowledges that this remedy is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

## **2. CATEGORIES OF CABLE SYSTEMS**

### ***CLAUSE 2.1 – AMENDMENTS REQUIRED***

2.1 The terms and conditions of the Connection Service vary according to the Cable System. For this purpose, Cable Systems are divided into 2 categories:

- (a) Group A Cable Systems:
- (i) APCN2 Cable System – for Co-Location Equipment located at the Katong Submarine Cable Landing Station;
  - (ii) C2C Cable System - for Co-Location Equipment located at the Changi Submarine Cable Landing Station.

The method of access to Group A Cable Systems is shown in Annex 4B.1.

- (b) Group B Cable Systems:
- (i) APCN Cable System - for Co-Location Equipment located at the Changi Submarine Cable Landing Station;
  - (ii) SEA-ME-WE 3 Cable System - for Co-Location Equipment located at the Tuas Submarine Cable Landing Station.

The method of access to Group B Cable Systems is via a Cross Connect System, as shown in Annex 4B.2.

***Please see Section 2 of Schedule 1 to this Direction. Specifically, SingTel must amend clause 2.1 to provide for Connection Services to any new cable system that may land in a SingTel cable landing station from time to time and not restrict the provision of Connection Services under Schedule 4B to the four existing Cable Systems identified above.***

### **3. ORDERING AND PROVISIONING PROCEDURE**

#### ***CLAUSE 3.1 –AMENDMENTS REQUIRED***

3.1 SingTel shall provide the Connection Service to the Requesting Licensee using the same criteria it uses to provide the Connection Service to itself.

***SingTel must amend clause 3.1 to specify what the criterion relates to – for example, ordering and provisioning criteria.***

#### ***CLAUSE 3.2 –AMENDMENTS REQUIRED***

3.2 SingTel shall process and respond to all requests under this Schedule 4B on a ‘first come, first served’ basis in the timeframe specified in this clause 3 in respect of the relevant request. SingTel shall process a maximum of five (5) requests for Connection Service per day from all Requesting Licensees under this Schedule 4B (whether those requests are made under clauses 4 to 10 inclusive). Any subsequent requests received by SingTel in excess of this maximum amount shall overflow to the next Business Day, in which case SingTel shall advise the Requesting Licensee of the queue number of the relevant request.

***Please see Section 3 of Schedule 1 to this Direction. The limit of 5 requests per day from all Requesting Licensees is unreasonably low. SingTel must amend clause 3.2 to raise the limit of 5 requests per day to a level adequate to meet demand for Connection Services in a commercially reasonable manner. If necessary, SingTel must commit additional resources to the application process. SingTel may recover the reasonable costs of meeting such demand through cost-based, non-discriminatory charges. Any initial limit set by SingTel and approved by IDA will be subject to review by IDA and, if necessary, IDA will require revisions to be made to the limit in order to meet industry demand.***

#### ***CLAUSE 3.3 –AMENDMENTS REQUIRED***

3.3 Where a Request for Connection Service is to access the cable capacity of any Third Party on the Cable System, as contemplated by clause 1.3(b):

- (a) SingTel will not be obliged to activate the capacity unless and until the Requesting Licensee provides to SingTel a copy of a letter of authorisation issued by the Third Party authorising the Requesting Licensee to access the relevant Third Party's capacity;
- (b) the Requesting Licensee must immediately inform SingTel if such authorisation is varied or revoked; and

***It is not reasonable to impose an obligation on the Requesting Licensee to immediately inform SingTel of any variation or revocation of its authorisation. For example, the Requesting Licensee's obligation to do so must be subject to the Requesting Licensee having actual knowledge of the variation or revocation. Accordingly, SingTel must amend clause 3.3(b) to provide that "the Requesting Licensee must, as soon as practicable, inform SingTel when such authorisation is varied or revoked."***

- (c) if the Requesting Licensee's authorisation is revoked, SingTel's obligation to supply the Connection Service will cease immediately in accordance with clause 16.1.

#### ***CLAUSE 3.4 – AMENDMENTS REQUIRED***

3.4 SingTel may reject a Request for Connection Service if:

- (a) the Request for Connection Service is in respect of a Cable System other than as specified in clause 2.1;
- (b) the Request for Connection Service is not in the prescribed form specified in this Schedule 4B;
- (c) where the Connection Service is sought in relation to accessing the cable capacity of any Third Party, the Request for Connection Service is not accompanied by the Third Party letter of authorisation specified in clause 3.1(c);

***IDA notes that the correct clause reference should be to clause 3.3 and not clause 3.1(c).***

- (d) the Request for Connection Service does not contain all the required information;

***SingTel must amend clause 3.4(d) to specify what the required information relates to – for example, "all the required information set out in the prescribed form specified in this Schedule 4B".***

- (e) the Requesting Licensee does not hold a licence to the necessary Co-Location Space under Schedule 8D; or

***SingTel must amend clause 3.4(e) to address IDA’s concerns set out in Section 1 of Schedule 1 to this Direction. Please also see IDA’s required amendments to clause 1.2 above.***

- (f) the Requesting Licensee submits a request under this Schedule 4B which seeks to activate capacity in excess of that specified in the relevant ICO/ACO.

***See Section 3 of Schedule 1 to this Direction. IDA requires SingTel to remove all forecasting requirements. In connection with IDA’s requirement that SingTel simplify the ordering and provisioning procedures and processes set out in clauses 5 and 6, SingTel may amend clause 3.4(f) to provide as follows: “in relation to Group B Cable Systems, the Requesting Licensee submits a CAR Form under clause [6.1] which seeks to activate capacity in excess of the available capacity on an activated link and/or where Capacity Activation Date is less than five (5) Business Days after the Link Activation Date.”***

#### ***CLAUSE 3.5 – AMENDMENTS REQUIRED***

3.5 For all types of Cable Systems:

- (a) the Requesting Licensee shall be responsible for all terminations at its own equipment and for 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 STM link to SingTel’s distribution frame;

***It is not reasonable for SingTel to limit termination to only STM links. For example, the Requesting Licensee may wish to terminate an E1 or DS3 link to the Cable System. Accordingly, SingTel must amend clause 3.5(a) by deleting the word “STM” in the fourth line.***

- (b) SingTel shall advise the Requesting Licensee of the type of connectors and the length of the associated cables referred to in paragraph (a) for the related capacity that is to be provisioned; and
- (c) SingTel shall provide the distribution frame in connection with the routing of the Requesting Licensee’s circuits to the Cable System.

***In addition to providing the distribution frame, IDA requires SingTel to perform the physical termination of the link to SingTel’s distribution frame. IDA views this arrangement as reasonable as it avoids potential dispute in relation to any damage that may be caused to SingTel’s distribution frame if the Requesting Licensee were required to perform the physical termination. Further, SingTel may recover the reasonable costs incurred in performing the physical termination through cost-based, non-discriminatory charges. Accordingly, SingTel***



*must amend clause 3.5(c) by providing for SingTel's obligation to perform the physical termination of the link to SingTel's distribution frame.*

**CLAUSE 3.6 – CONDITIONAL APPROVAL**

3.6 For Group B Cable Systems, SingTel shall provide the Cross Connection that is necessary only for routing the Requesting Licensee's circuits to the Cable System during the effective period of this Schedule.

**CLAUSE 3.7 – CONDITIONAL APPROVAL (SUBJECT TO IDA'S APPROVAL OF THE RELEVANT CHARGES SPECIFIED IN SCHEDULE 9)**

3.7 The Requesting Licensee shall be responsible for the relevant Charges specified in Schedule 9 for the Connection Services provided in this Schedule 4B.

**CLAUSE 4 – AMENDMENTS REQUIRED**

*See Section 3 of Schedule 1 to this Direction. Specifically, IDA does not view the requirement for the Requesting Licensee to submit forecasts to SingTel as reasonable, justified or necessary to enable SingTel to efficiently respond to the Requesting Licensee's request for Connection Services. Accordingly, IDA requires SingTel to delete clause 4 in its entirety and to remove all forecast requirements in Schedule 4B.*

**4. INITIAL CAPACITY ORDER – Group A and B Cable Systems**

4.1 The Requesting Licensee shall submit its Request for Connection Service in the form of an Initial Capacity Order (**ICO**) provided in Annex 4B.3. The ICO shall be valid for six (6) months from the date of its intended operation (**ICO Period**).

4.2 SingTel shall respond to an ICO within ten (10) Business Days, or any other period as may be agreed, with one of the following responses:

(a) that SingTel is able to provide the full initial capacity requested by the date specified in the ICO;

(b) that SingTel is able to provide the initial capacity requested, but will not be able to provide the quantity of initial capacity requested by the date specified in the ICO;

(c) that SingTel is unable to provide the initial capacity ordered as procurement is required;  
or

- (d) the ICO is rejected for a reason specified in clause 3.4.
- 4.3 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each Request for Connection Service that is rejected in accordance with this clause.
- 4.4 SingTel shall provision the initial capacity requested in the ICO within thirty (30) Business Days of acceptance of that ICO subject to:
  - (a) SingTel being able to provide the full initial capacity requested by the date specified in the ICO; and
  - (b) there being no delay caused by the Requesting Licensee or a Third Party.
- 4.5 If procurement is required in order to meet the request pursuant to clause 4.2(c), SingTel shall seek confirmation of the requested capacity from the Requesting Licensee. Upon confirmation, SingTel shall complete the procurement no later than the time at which it would reasonably complete such procurement for itself.
- 4.6 SingTel shall advise the Requesting Licensee upon completion of the provisioning of the initial capacity (**ICO Date**).

#### ***CLAUSE 5 – AMENDMENTS REQUIRED***

***See Section 3 of Schedule 1 to this Direction. In relation to link activation, SingTel must simplify the process to only require the Requesting Licensee to submit a written request for link activation to SingTel, to which SingTel must respond to the Requesting Licensee’s written request.***

#### **5. LINK ACTIVATION REQUEST (Group A and B Cable Systems)**

##### ***CLAUSE 5.1 – AMENDMENTS REQUIRED***

- 5.1 The Requesting Licensee shall submit its link activation requests in the form of a Link Activation Request Form (**LAR Form**) provided in Annex 4B.4. The LAR Form must be provided to SingTel no less than fifteen (15) Business Days prior to the requested date of activation of the link (**Link Activation Date**).

***See Section 3 of Schedule 1 to this Direction. As IDA has required SingTel to remove forecasting requirements, IDA considers it reasonable if SingTel wants to lengthen the notice period of “fifteen (15) Business Days” to “not less than one (1) month prior to the requested date of activation of the link”. IDA is of the view that a 1 month period ought to provide***

*SingTel with sufficient time to respond to the Responding Licensee's written request for link activation.*

**CLAUSE 5.2 – AMENDMENTS REQUIRED**

5.2 SingTel shall process the LAR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel may reject the LAR Form in accordance with clause 3.4 or if the Link Activation Date is earlier than the ICO Date.

*See Section 3 of Schedule 1 to this Direction. IDA requires SingTel to respond adequately, effectively and in a timely manner to the Requesting Licensee's written request for link activation. Accordingly, IDA requires SingTel to amend clause 5.2 in the manner as follows:*

- (a) SingTel must respond to the LAR Form within [3] Business Days of receiving the LAR Form from the Requesting Licensee; and*
- (b) SingTel must respond to the LAR Form with one of the following responses:*
  - (i) that SingTel is able to activate the link requested by the date specified in the LAR Form;*
  - (ii) that SingTel is able to activate the link requested, but will not be able to do so by the date specified in the LAR Form as procurement is required; or*
  - (iii) the LAR Form is rejected for a reason specified in clause 3.4.*

*SingTel must also insert a further provision in clause 5 to deal with procurement and the time in which SingTel will complete the procurement process. IDA considers a provision similar to clause 4.5 as reasonable.*

**CLAUSE 5.3 – CONDITIONAL APPROVAL (SUBJECT TO IDA'S APPROVAL OF THE PROCESSING CHARGE SPECIFIED IN SCHEDULE 9)**

5.3 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LAR Form that is rejected in accordance with this clause.

**CLAUSE 5.4 – AMENDMENTS REQUIRED**

5.4 The Requesting Licensee shall activate a minimum of eighty (80) per cent of the links specified in the relevant ICO (**Minimum ICO Link Activation Amount**) within six (6) months of the ICO Date (**Minimum ICO Period**). The Requesting Licensee will be liable for the full amount of Charges applicable to the Minimum ICO Link Activation Amount

commencing from the expiry of the Minimum ICO Period until such time as the Minimum ICO Link Activation Amount is activated.

*See Section 3 of Schedule 1 to this Direction. As IDA has required SingTel to remove forecasting requirements, clause 5.4 is no longer relevant and must be deleted.*

#### **CLAUSE 5.5 – AMENDMENTS REQUIRED**

5.5 A minimum term of twenty-four (24) months (**Link Term**) shall apply to:

- (a) each link activated in accordance with this clause 5, measured from the Link Activation Date; or
- (b) each link activated prior to the commencement of this Schedule 4B, measured from the date of commencement of that link under the relevant agreement.

*IDA does not consider a minimum term commitment of 24 months as reasonable. Such an excessively long commitment period will effectively impede the ability of the Requesting Licensee to respond quickly to market demands by upgrading/downgrading its link when required. Instead, IDA considers a minimum term commitment of not more than 6 months from the activation date of the link as reasonable.*

#### **CLAUSE 6 – AMENDMENTS REQUIRED**

##### **6. CAPACITY ACTIVATION REQUEST (Group B Cable Systems)**

*See Section 3 of Schedule 1 to this Direction. In relation to capacity activation, SingTel must simplify the process to only require the Requesting Licensee to submit a written request for capacity activation to SingTel, to which SingTel must respond to the Requesting Licensee's written request.*

#### **CLAUSE 6.1 – AMENDMENTS REQUIRED**

6.1 The Requesting Licensee shall submit its capacity activation requests in the form of a Capacity Activation Request Form (**CAR Form**) provided in Annex 4B.5. The CAR Form must be provided to SingTel no less than ten (10) Business Days prior to the requested date of activation of the capacity (**Capacity Activation Date**).

*See Section 3 of Schedule 1 to this Direction. As IDA has required SingTel to remove forecasting requirements, IDA considers it reasonable if SingTel wants to lengthen the notice period of “fifteen (15) Business Days” to “not less than one (1) month prior to the requested*

*date of activation of the capacity”. IDA is of the view that a 1 month notice period ought to provide SingTel with sufficient time to respond to the Responding Licensee’s written request for capacity activation.*

#### **CLAUSE 6.2 – AMENDMENTS REQUIRED**

6.2 SingTel shall process the CAR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days. SingTel may reject the CAR Form in accordance with clause 3.4 or if the Capacity Activation Date is not at least five (5) Business Days after the Link Activation Date.

*See Section 3 of Schedule 1 to this Direction. IDA requires SingTel to respond adequately, effectively and in a timely manner to the Requesting Licensee’s written request for capacity activation. Accordingly, IDA requires SingTel to amend clause 6.2 in the manner as follows:*

- (a) SingTel must respond to the CAR Form within 3 Business Days of receiving the CAR Form from a Requesting Licensee; and*
- (b) SingTel must respond to the CAR Form with one of the following responses:*
  - (i) that SingTel is able to activate the capacity requested by the date specified in the CAR Form;*
  - (ii) that SingTel is able to activate the capacity requested, but will not be able to do so by the date specified in the CAR Form as procurement is required; or*
  - (iii) the CAR Form is rejected for a reason specified in clause 3.4.*

*SingTel must also insert a further provision in clause 6 to deal with procurement and the time in which SingTel will complete the procurement process. IDA considers a provision similar to clause 4.5 as reasonable.*

#### **CLAUSE 6.3 – CONDITIONAL APPROVAL (SUBJECT TO IDA’S APPROVAL OF THE PROCESSING CHARGE SPECIFIED IN SCHEDULE 9)**

6.3 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each CAR Form that is rejected in accordance with this clause.

#### **CLAUSE 6.4 – AMENDMENTS REQUIRED**

6.4 The Requesting Licensee shall activate a minimum of eighty (80) per cent of the capacity specified in the relevant ICO (**Minimum ICO Capacity Activation Amount**) within the Minimum ICO Period. The Requesting Licensee will be liable for the full amount of Charges applicable to the Minimum ICO Capacity Activation Amount commencing from

the expiry of the Minimum ICO Period until such time as the Minimum ICO Capacity Activation Amount is activated.

*See Section 3 of Schedule 1 to this Direction. As IDA has required SingTel to remove forecasting requirements, clause 6.4 is no longer relevant and must be deleted.*

#### **CLAUSE 6.5 – AMENDMENTS REQUIRED**

- 6.5 A minimum term of twenty-four (24) months (**Capacity Term**) shall apply to:
- (a) capacity activated in accordance with each CAR Form under this clause 6, measured from the Capacity Activation Date; or
  - (b) capacity activated prior to the commencement of this Schedule 4B, measured from the date of commencement of that capacity under the relevant agreement.

*IDA does not consider a minimum term commitment of 24 months as reasonable. Such an excessively long commitment period will effectively impede the ability of the Requesting Licensee to respond quickly to market demands by upgrading/downgrading its capacity when required. Instead, IDA considers a minimum term commitment of not more than 6 months from the activation date of the capacity as reasonable.*

#### **CLAUSE 7 – AMENDMENTS REQUIRED**

*See Section 3 of Schedule 1 to this Direction. Specifically, IDA does not view the requirement for the Requesting Licensee to submit forecasts to SingTel as reasonable, justified or necessary to enable SingTel to respond to the Requesting Licensee’s request for Connection Services. Accordingly, IDA requires SingTel to delete clause 7 in its entirety.*

#### **7. ADDITIONAL CAPACITY ORDER (Group A and B Cable Systems)**

- 7.1 The Requesting Licensee shall submit its requests for additional capacity in the form of an Additional Capacity Order (**ACO**) provided in Annex 4B.6.
- 7.2 The ACO shall be valid for six (6) months from the date of its intended operation (**ACO Period**) and must be provided to SingTel no less than four (4) months prior to the commencement of the relevant ACO Period.
- 7.3 Each ACO shall set out the desired number of STM ports required for the ACO Period. Only one ACO may be submitted by a Requesting Licensee at any one time and an ACO Period must not overlap with any other ICO Period or ACO Period.

- 7.4 SingTel shall respond to an ACO within ten (10) Business Days, or any other period as may be agreed, with one of the following responses:
- (a) that SingTel is able to provide the additional capacity requested by the date specified in the ACO;
  - (b) that SingTel is able to provide the additional capacity requested in the ACO, but will not be able to provide the quantities requested by the date specified in the ACO;
  - (c) that SingTel is unable to provide the additional capacity order as procurement is required; or
  - (d) the ACO is rejected for a reason specified in clause 3.4.
- 7.5 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each ACO that is rejected in accordance with this clause.
- 7.6 SingTel shall provision the additional capacity requested in the ACO prior to the commencement of the relevant ACO Period, subject to:
- (a) SingTel being able to provide the additional capacity requested by the date specified in the ACO; and
  - (b) there being no delay caused by the Requesting Licensee or a Third Party.
- 7.7 If procurement is required in order to meet the request pursuant to clause 7.4(c), SingTel shall seek confirmation of the requested capacity from the Requesting Licensee. Upon confirmation, SingTel shall complete the procurement no later than the time at which it would reasonably complete such procurement for itself.
- 7.8 SingTel shall advise the Requesting Licensee upon completion of the provisioning of the additional capacity in accordance with the ACO (**ACO Date**).

#### ***CLAUSE 8 – AMENDMENTS REQUIRED***

***See Section 3 of Schedule 1 to this Direction. Specifically, IDA does not view the requirement for the Requesting Licensee to submit forecasts to SingTel as reasonable, justified or necessary to enable SingTel to respond to the Requesting Licensee’s request for Connection Services. Accordingly, IDA requires SingTel to delete clause 8 in its entirety.***

#### **8. LINK ACTIVATION REQUEST FOR ADDITIONAL CAPACITY (Group A and B Cable Systems)**

- 8.1 The Requesting Licensee shall submit its link activation requests in respect of additional capacity in the form of a LAR Form provided in Annex 4B.4. The LAR Form must be provided to SingTel no less than fifteen (15) Business Days prior to the intended Link Activation Date.
- 8.2 SingTel shall process the LAR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel may reject the LAR Form in accordance with clause 3.4 or if the Link Activation Date is earlier than the ACO Date.
- 8.3 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LAR Form that is rejected in accordance with this clause.
- 8.4 The Requesting Licensee shall activate a minimum of eighty (80) per cent of the links specified in the relevant ACO (**Minimum ACO Link Activation Amount**) within six months of the ACO Date (**Minimum ACO Period**). The Requesting Licensee will be liable for the full amount of Charges applicable to the Minimum ACO Link Activation Amount commencing from the expiry of the Minimum ACO Period until such time as the Minimum ACO Link Activation Amount is activated.
- 8.5 A minimum term of twenty-four (24) months (**Link Term**) shall apply to:
- (a) each link activated in accordance with this clause 8, measured from the Link Activation Date; or
  - (b) each link activated prior to the commencement of this Schedule 4B, measured from the date of commencement of that link under the relevant agreement.

#### ***CLAUSE 9 – AMENDMENTS REQUIRED***

***See Section 3 of Schedule 1 to this Direction. Specifically, IDA does not view the requirement for the Requesting Licensee to submit forecasts to SingTel as reasonable, justified or necessary to enable SingTel to respond to the Requesting Licensee’s request for Connection Services. Accordingly, IDA requires SingTel to delete clause 9 in its entirety.***

#### **9. CAPACITY ACTIVATION REQUEST FOR ADDITIONAL CAPACITY (Group B Cable Systems)**

- 9.1 The Requesting Licensee shall submit its capacity activation requests in respect of additional capacity in the form of a CAR Form provided in Annex 4B.5. The CAR Form



must be provided to SingTel no less than ten (10) Business Days prior to the requested date of activation of the additional capacity (**Capacity Activation Date**).

- 9.2 SingTel shall process the CAR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days. SingTel may reject the CAR in accordance with clause 3.4 and if the Capacity Activation Date is not at least five (5) Business Days after the Link Activation Date.
- 9.3 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each CAR Form that is rejected in accordance with this clause.
- 9.4 The Requesting Licensee shall activate a minimum of eighty (80) per cent of the capacity specified in the relevant ICO (**Minimum ACO Capacity Activation Amount**) within the Minimum ACO Period. The Requesting Licensee will be liable for the full amount of Charges applicable to the Minimum ACO Capacity Activation Amount commencing from the expiry of the Minimum ACO Period until such time as the Minimum ACO Capacity Activation Amount is activated.
- 9.5 A minimum term of twenty-four (24) months (**Capacity Term**) shall apply to:
- (a) capacity activated in accordance with each CAR Form under this clause 9, measured from the Capacity Activation Date; or
  - (b) capacity activated prior to the commencement of this Schedule 4B, measured from the date of commencement of that capacity under the relevant agreement.

## ***CLAUSE 10 – AMENDMENTS REQUIRED***

### **10. DEACTIVATION**

#### ***CLAUSE 10.1 – AMENDMENTS REQUIRED***

##### **10.1 Link Deactivation**

- (a) If the Requesting Licensee wishes to deactivate a link under this Schedule 4B, it must submit a request for link deactivation in the form of a Link Deactivation Request Form (**LDR Form**) provided in Annex 4B.7. The LDR Form must be provided to SingTel no less than fifteen (15) Business Days prior to the intended Link Deactivation Date (**LDD**).

***See Section 3 of Schedule 1 to this Direction. IDA does not consider a notice period of at least 15 Business Days prior to the intended Link Deactivation Date as reasonable. IDA is of the***

*view that a notice period of 10 Business Days ought to provide SingTel with sufficient time to respond to the Requesting Licensee's written request for link deactivation.*

- (b) SingTel shall process the LDR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel may reject the LDR Form if:

*See Section 3 of Schedule 1 to this Direction. IDA requires SingTel to respond adequately, effectively and in a timely manner to the Requesting Licensee's written request for link deactivation. IDA requires SingTel to amend clause 10.1(b) to provide that SingTel must respond to the LDR Form within 3 Business Days of receiving the LDR Form from the Requesting Licensee.*

- (i) the request for link deactivation is not in the prescribed form specified in this clause;
- (ii) the request for link deactivation does not contain all the required information;

*SingTel must amend clause 10.1(b)(ii) to specify what the required information relates to – for example, “all the required information set out in the prescribed form specified in this Schedule 4B”.*

- (iii) the request for link deactivation is more than fifteen (15) Business Days prior to the LDD; or

*SingTel must amend clause 10.1(b)(iii) by substituting “less than ten (10) Business Days” in place of “more than fifteen (15) Business Days”.*

- (iv) if the Link Term has not expired, subject to this RIO Agreement.

*In the case where the link is subject to a minimum term commitment, the Requesting Licensee must nevertheless be permitted to deactivate the link subject to paying SingTel the recurring charges for the activated Link for the remaining period of the minimum term commitment. SingTel cannot reject the LDR Form and refuse to deactivate the link as this will unreasonably impede the Requesting Licensee's operations. SingTel must amend clause 10.1(b)(iv) to give effect to IDA's requirements above.*

**CLAUSE 10.1(c) – CONDITIONAL APPROVAL (SUBJECT TO IDA'S APPROVAL OF THE PROCESSING CHARGE SPECIFIED IN SCHEDULE 9)**

- (c) SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LDR Form that is rejected in accordance with this clause.

***CLAUSE 10.1(d) – AMENDMENTS REQUIRED***

- (d) Where the LDR Form is applicable to a link during the Link Term and SingTel agrees to terminate the link, the Requesting Licensee shall be liable for the recurring charges specified in Schedule 9 from the date of such deactivation (or part thereof) for the remainder of that Link Term.

***In the case where the link is subject to a minimum term commitment, the Requesting Licensee must nevertheless be permitted to deactivate the link subject to paying SingTel the recurring charges for the activated link for the remaining period of the minimum term commitment. SingTel cannot reject the LDR Form and refuse to deactivate the link as this will unreasonably impede the Requesting Licensee’s operations. SingTel must amend clause 10.1(d) to give effect to IDA’s requirements above.***

***CLAUSE 10.1(e) – AMENDMENTS REQUIRED***

- (e) For Group B Cable Systems, the Requesting Licensee must ensure that no active capacity exists within the link prior to submitting an LDR Form in respect of that link. If active capacity exists in that link, the Requesting Licensee must submit a CDR Form in accordance with clause 10.2.

***SingTel must provide for a simplified process that will permit the Requesting Licensee to request for the capacity and link to be deactivated at the same time. As drafted, clause 10.1(e) imposes an unreasonable restriction on the Requesting Licensee by requiring the Requesting Licensee to complete the process of deactivating capacity prior to initiating the process to deactivate the link.***

***CLAUSE 10.2 – AMENDMENTS REQUIRED***

## 10.2 Capacity Deactivation

- (a) If the Requesting Licensee wishes to deactivate capacity in respect of a Group B Cable System, the Requesting Licensee must submit a request for capacity deactivation in the form of a Capacity Deactivation Request Form (**CDR Form**) provided in Annex 4B.8. The CDR Form must be provided to SingTel no less than ten (10) Business Days prior to the intended Capacity Deactivation Date (**CDD**). The CDD must be at least five (5) Business Days after the LDD.

*See IDA's required amendments to clause 10.1(e) above.*

- (b) SingTel shall process the CDR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel may reject the CDR Form if:

*See Section 3 of Schedule 1 to this Direction. IDA requires SingTel to respond adequately, effectively and in a timely manner to the Requesting Licensee's written request for capacity deactivation. IDA requires SingTel to amend clause 10.2(b) to provide that SingTel must respond to the CDR Form within 3 Business Days of receiving the CDR Form from the Requesting Licensee.*

- (i) the request for capacity deactivation is not in the prescribed form specified in this clause;
- (ii) the request for capacity deactivation does not contain all the required information;

*SingTel must amend clause 10.2(b)(ii) to specify what the required information relates to – for example, “all the required information set out in the prescribed form specified in this Schedule 4B”.*

- (iii) the request for capacity deactivation is more than ten (10) Business Days prior to the CDD; or

*Clause 10.2(a) provides that the CDR Form must be provided to SingTel no less than 10 Business Days prior to the CDD. To be consistent with the intent in clause 10.2(a), SingTel must amend clause 10.2(b)(iii) to provide that SingTel may reject the CDR Form if “the request for capacity deactivation is less than ten (10) Business Days prior to the CDD”.*

- (iv) if the Capacity Term has not expired, subject to this RIO Agreement.

*In the case where the capacity is subject to a minimum term commitment, the Requesting Licensee must nevertheless be permitted to deactivate the capacity subject to paying SingTel the recurring charges for activated capacity for the remaining period of the minimum term commitment. SingTel cannot reject the CDR Form and refuse to deactivate the capacity as this will unreasonably impede the Requesting Licensee's operations. SingTel must amend clause 10.2(b)(iv) to give effect to IDA's requirements above.*

**CLAUSE 10.2(c) – CONDITIONAL APPROVAL (SUBJECT TO IDA'S APPROVAL OF THE PROCESSING CHARGE SPECIFIED IN SCHEDULE 9)**

- (c) SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each CDR Form that is rejected in accordance with this clause.

**CLAUSE 10.2(d) – AMENDMENTS REQUIRED**

- (d) Where the CDR Form is applicable to capacity during the Capacity Term, the Requesting Licensee shall be liable to SingTel for the recurring charges specified in Schedule 9 from the date of such deactivation (or part thereof) for the remainder of that Capacity Term.

*In the case where the capacity is subject to a minimum term commitment, the Requesting Licensee must nevertheless be permitted to deactivate the capacity subject to paying SingTel the recurring charges for activated capacity for the remaining period of the minimum term commitment. SingTel cannot reject the CDR Form and refuse to deactivate the capacity, as this will unreasonably impede the Requesting Licensee's operations. SingTel must amend clause 10.2(d) to give effect to IDA's requirements above.*

**CLAUSE 11 – AMENDMENTS REQUIRED**

**11. STANDARD TERMS AND CONDITIONS**

**CLAUSE 11.1 – AMENDMENTS REQUIRED**

11.1 The Requesting Licensee will:

- (a) promptly comply with all reasonable written notices or instructions given by SingTel in respect of the installation, use or operation of the Connection Service;
- (b) not use, attempt to use, nor permit any other person to use, the Connection Service in breach of any laws or regulations whatsoever, and will comply with all relevant directions and orders issued by the Authority from time to time; and

- (c) provide, install and terminate the associated cables between its own equipment and SingTel's Distribution Frame.

*Please see IDA's required amendments to clause 3.5(c) above. As part of its provision of Connection Services, SingTel's obligations include the physical termination of the Requesting Licensee's associated cables to SingTel's Distribution Frame. The Requesting Licensee must, however, terminate the associated cables to its own equipment. Accordingly, SingTel must amend clause 11.1(c) as follows: "provide the associated cables between its own equipment and SingTel's Distribution Frame, and install and terminate the associated cables to its own equipment."*

#### **CLAUSE 11.2 – AMENDMENTS REQUIRED**

11.2 SingTel will:

- (a) use reasonable endeavours to operate and maintain the Connection Service in accordance with international industry standards and on no less favourable terms and conditions in which it operates and maintains comparable services provided to itself and its affiliates;

*The Code places an absolute obligation on the Dominant Licensee to provide all Interconnection Related Services to a Requesting Licensee on prices, terms and conditions that are no less favourable than the prices, terms and conditions on which it provides comparable services to itself or its affiliates (see Section 5.3.5.1 of the Code). Accordingly, SingTel must amend clause 11.2(a) to comply with the Code's requirement by deleting the phrase "use reasonable endeavours to" in the first line.*

- (b) address any fault affecting the Connection Service promptly and in accordance with international industry standards and on no less favourable terms and conditions in which it addresses any fault affecting comparable services provided to itself and its affiliates; and

*See Section 4 of Schedule 1 to this Direction. SingTel must provide sufficient details of the actual procedure and process that SingTel will apply to escalating, managing and rectifying faults.*

- (c) exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Schedule and ensure that the Connection Service it provides to the Requesting Licensee is of the quality comparable to what it provides to itself and to its affiliates.

*See Section 4 of Schedule 1 to this Direction. SingTel must provide for details of the applicable quality of service standards including the performance characteristics and criteria of the Connection Services that it provides to the Requesting Licensee under Schedule 4B.*

**CLAUSE 12 – CONDITIONAL APPROVAL**

**12. ACCESS AND APPROVALS REQUIRED**

12.1 The Parties shall comply with clause 16.5 of the main body of this RIO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the Connection Service.

**CLAUSE 13 – AMENDMENTS REQUIRED**

**13. OPERATIONS AND MAINTENANCE**

**CLAUSE 13.1 – AMENDMENTS REQUIRED**

13.1 Each Party shall use its reasonable endeavours to provide notification to the other Party in case of any fault or service interruption which is identified and to notify the other Party when the service is normalized.

*IDA considers it reasonable for SingTel to impose a mutual obligation on both parties to provide notification to the other party, as soon as practicable, in the case of fault or service interruption. However, it is unreasonable to subject this obligation to use of “reasonable endeavours” only. Accordingly, IDA requires SingTel to amend clause 13.1 by:*

- (a) deleting the phrase “use its reasonable endeavours to” in the first line; and*
- (b) inserting the phrase “,as soon as practicable,” after the phrase “Each party shall” in the first line.*

**CLAUSE 13.2 – CONDITIONAL APPROVAL**

**13.2 Planned Maintenance**

Each Party shall provide not less than five (5) Business Days notice of any planned maintenance, which may affect the other Party's system. Each Party shall use its reasonable endeavours to minimize disruption to the other Party.

**CLAUSE 13.3 – AMENDMENTS REQUIRED**

### 13.3 Notification

Each Party shall use its reasonable endeavours to provide notification to the other Party in case of a service interruption and to notify the other Party when the service is normalized.

*As drafted, clauses 13.1 and 13.3 appear to be repetitive. IDA expects SingTel to delete clause 13.3.*

### **CLAUSE 13.4 – AMENDMENTS REQUIRED**

#### 13.4 Fault Resolution

- (a) If a fault is identified to be caused by the Requesting Licensee, the point of contact is:

Requesting Licensee O&M Contacts:

Tel (office hour):

Tel (after office hour):

Fax:

Requesting Licensee Station Address:

- (b) If a fault is identified to be caused by SingTel, the point of contact is:

SingTel's O&M Contacts:

Tel (office hr):

Tel (after office hr):

Fax:

SingTel's Cable Station Address :

*As clause 13.1 imposes an obligation to notify the other party in the event “of any fault or service interruption”, IDA expects SingTel to amend clauses 13.4(a) and (b) to apply to both events of fault and service interruption.*

### **CLAUSE 14 – AMENDMENTS REQUIRED**

#### 14. TERM

- 14.1 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 of the licence for



Co-Location Space in respect of the Co-Location Equipment at the relevant Submarine Cable Landing Station in accordance with Schedule 8D of this RIO Agreement.

***See Section 1 of Schedule 1 of this Direction. IDA requires SingTel to amend the proposed Schedule 4B to provide for Connection Services as a separate service independent of the Requesting Licensee's acceptance of co-location space under Schedule 8D of SingTel's RIO. Accordingly, SingTel must amend clause 14.1 to provide that the Connection Services shall continue until terminated in accordance with clause 16.***

#### **CLAUSE 15 – CONDITIONAL APPROVAL**

##### **15. SUSPENSION**

15.1 SingTel may suspend the Connection Service, capacity or link at any time until further notice to the Requesting Licensee if the Connection Service, capacity, link or licence in respect of the Submarine Cable Landing Station 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 SingTel's Network.

15.2 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of the Connection Service under this clause 15.

***IDA notes that any purported suspension by SingTel pursuant to clause 15 is subject to clause 12.2 of the Main Body of SingTel's RIO. Accordingly, SingTel must seek IDA's approval pursuant to clause 12.2 of the Main Body of SingTel's RIO prior to exercising any right of suspension under clause 15.***

#### **CLAUSE 16 – AMENDMENTS REQUIRED**

##### **16. TERMINATION**

***Arising from IDA's requirement that SingTel amend Schedule 4B to provide for Connection Services as a separate service independent of the Requesting Licensee's acceptance of co-location space under Schedule 8D of SingTel's RIO, SingTel must also provide in clause 16 for the right of the Requesting Licensee to terminate Schedule 4B by giving SingTel 1 month prior written notice.***

***IDA notes that any purported termination by SingTel pursuant to clause 16 is subject to clause 13.2 of the Main Body of SingTel's RIO. Accordingly, SingTel must seek IDA's approval***

*pursuant to clause 13.2 of the Main Body of SingTel's RIO prior to exercising any right of termination under clause 16.*

***CLAUSE 16.1 – AMENDMENTS REQUIRED***

16.1 SingTel may immediately terminate the Connection Service or any capacity or link provided in respect of a Cable System if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Connection 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;
- (c) the Connection Service is used for a purpose other than the sole purpose specified in clause 1.2 of this Schedule;

***IDA notes that the correct clause reference is "clause 1.3" and not "clause 1.2 of this Schedule". In addition, as clause 1.3 provides for more than one purpose for which the Requesting Licensee may use the Connection Services, SingTel must amend clause 16.1(c) by inserting the phrase "the purposes specified" in place of the phrase "the sole purpose specified" in line 1.***

- (d) the licence in respect of Co-Location Space from which the Connection Service is provided is terminated or expires;

***As SingTel must offer Connection Services as a separate service independent of the Requesting Licensee's acceptance of co-location space under Schedule 8D of SingTel's RIO, SingTel must delete clause 16.1(d).***

- (e) the use of the Connection 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 SingTel's Network; or
- (f) the letter of authorisation referred to in clause 3.3(a) is revoked.

***CLAUSE 16.2 – CONDITIONAL APPROVAL***

16.2 Either Party (**Terminating Party**) may terminate the Connection Service if the other Party is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from the Terminating Party to do so.

***CLAUSE 16.3 – AMENDMENTS REQUIRED***

16.3 Upon expiry or termination of this Schedule:

(a) the Requesting Licensee must discontinue the use of the Connection Service; and

(b) must disconnect all equipment connected to the Cable System,

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

*As IDA has required SingTel to physically terminate the Requesting Licensee's associated cables to the Cable System, upon termination of Schedule 4B, SingTel must similarly disconnect the Requesting Licensee's associated cables from the Cable System. This requirement is reasonable as it avoids potential dispute in relation to any damage to the Cable System caused by the Requesting Licensee arising from the disconnection process. SingTel must amend clause 16.3 to comply with IDA's requirements above.*

***CLAUSE 16.4 – AMENDMENTS REQUIRED***

16.4 If the Requesting Licensee fails to disconnect its equipment from the Cable System under clause 16.3, SingTel shall remove the Requesting Licensee's equipment. 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 equipment. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

*Please see IDA's required amendments to Clause 16.3 above. In addition, where the Requesting Licensee has co-located equipment in SingTel's cable landing station pursuant to acceptance of Schedule 8D of SingTel's RIO or otherwise, any removal of the co-located equipment must be governed by the respective co-location agreement and not under clause 16.4.*

***CLAUSE 16.5 – AMENDMENTS REQUIRED***

16.5 If SingTel terminates the Connection Service, capacity or link prior to the minimum periods specified in this Schedule, the Requesting Licensee shall be liable for the full

amount of Charges for that Connection Service, capacity or link in accordance with clauses 5.4, 6.4, 8.4 or 9.4, as applicable.

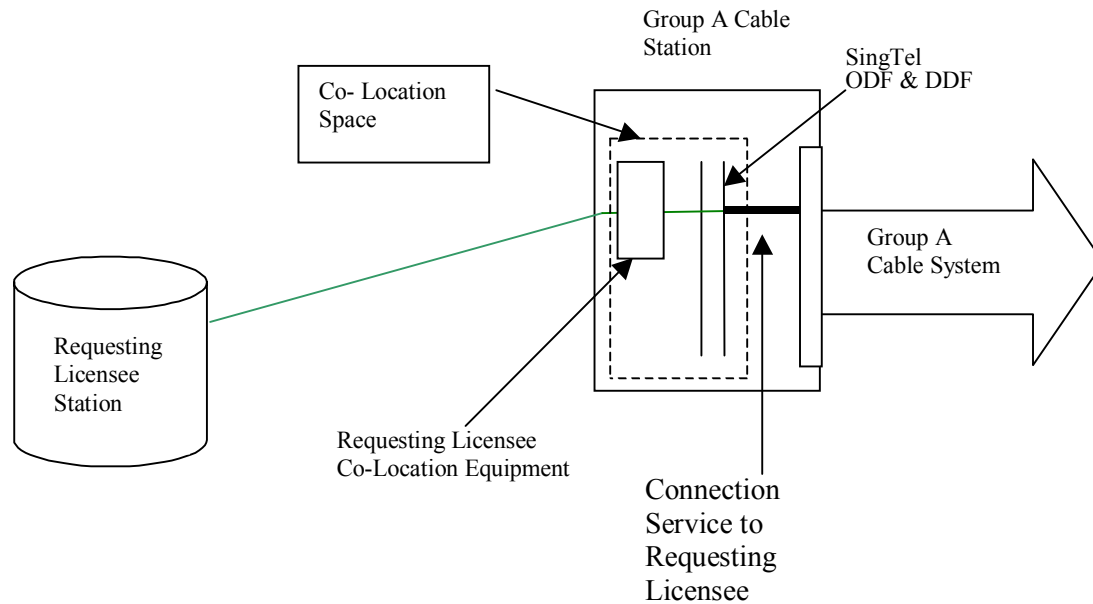
***Where the activated capacity or link is subject to a minimum term commitment and SingTel lawfully terminates the Connection Services, capacity or link prior to the expiry of the minimum term commitment in accordance with the termination provisions of Schedule 4B, the Requesting Licensee will remain liable to pay only the recurring charges for the remainder of the unexpired period of the minimum term commitment.***

16.6 This clause 16 survives termination of this Schedule 4B or this RIO Agreement.

**ANNEX 4B.1 – AMENDMENTS REQUIRED**

**ANNEX 4B.1**

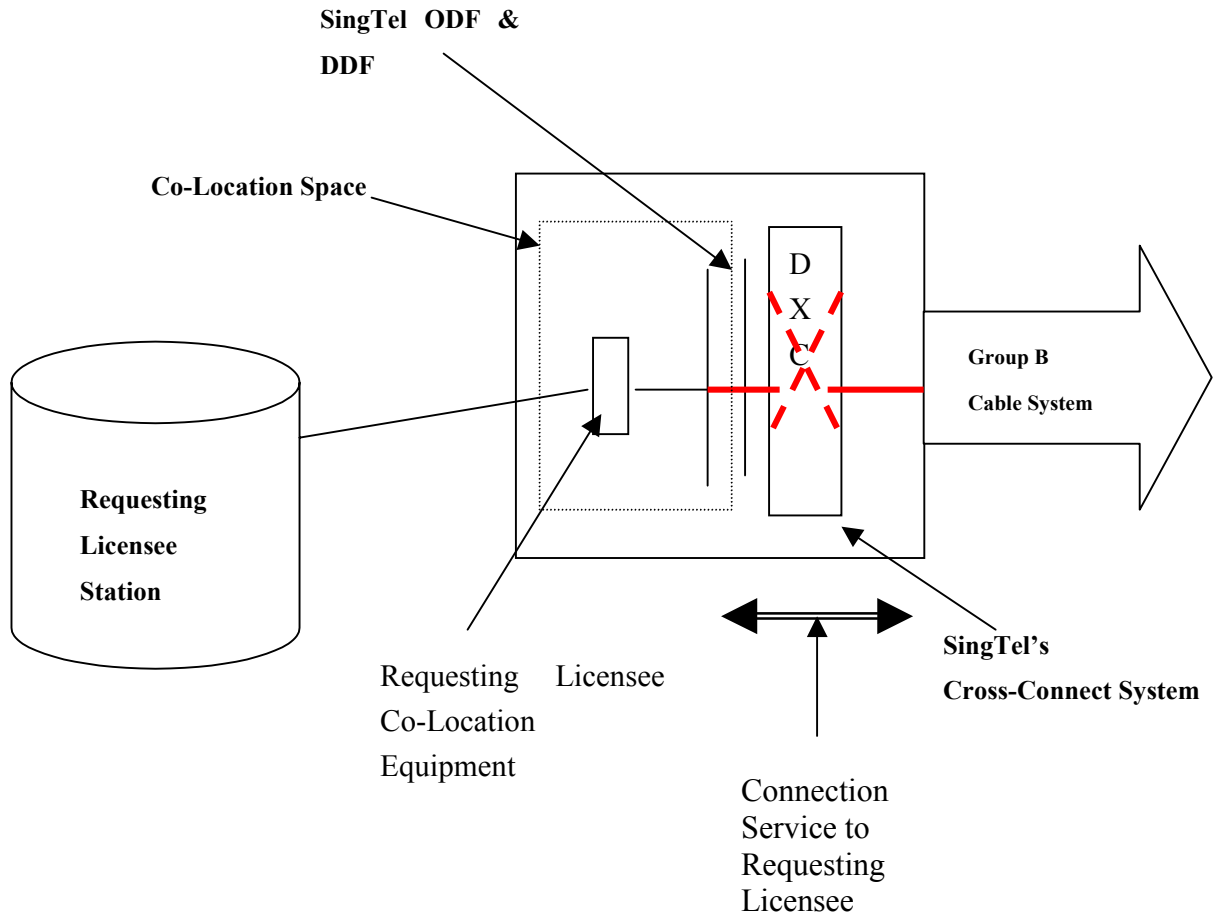
**Connection Service diagram for Group A Submarine Cable Systems**



*In the diagram above, IDA notes that the SingTel ODF and DDF have been wrongly positioned in the Requesting Licensee’s co-location space. The SingTel ODF and DDF should not be sited within the Requesting Licensee’s co-location space.*

ANNEX 4B.2

Connection Service diagram for Group B Submarine Cable Systems



**ANNEXES 4B.3 TO 4B.6**

**IDA requires SingTel to further simplify the prescribed forms set out in Annexes 4B.3 to 4B.6 to comply with IDA's required amendments that SingTel must make to the procedures and processes provided for in Schedule 4B.**

**ANNEX 4B.3**



**Initial Capacity Order for Connection Service**

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

To: Manager, Network Integration and Interconnect

Fax: 65-6848 4113

Requesting Licensee: \_\_\_\_\_

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

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

Fax No: \_\_\_\_\_

Address: \_\_\_\_\_

**1. Submarine Cable System**

--

**2. Period**

<b>For a period of six months:</b>
From Date/Month/Year :

**3. Link Profile: (Applicable to Group A & B Cable Systems)**

Link Connection Interface	Quantity
(a) Electrical Link (number of co-axial cable pair)	
(b) Optical Link (number of fibre pair) – Service link	
(c) Optical Link (number of fibre pair) – Protection link	

**4. Capacity Profile: (Applicable to Group B Cable Systems)**

Capacity Activation Order	Quantity
VC12	

VC3	
VC4	

Submitted By:  
Name & Signature: \_\_\_\_\_ Company Stamp: \_\_\_\_\_





**Link Activation Request**

Date:

To: Manager, Network Integration and Interconnect

Fax: 65-6848 4113

1.	Requesting Licensee:
	Name:
	Signature:
	Telephone:
	Facsimile:
	Company Stamp:
2.	Submarine Cable System:
3.	Link Connection: <span style="float: right;">Electrical Co-axial cable / Optical fibre</span>
4.	Capacity Designation:
5.	Cable System Circuit Allocation:
6.	ODF/DDF Port Assignment: (SRV/PRT)
7.	Fibre/Co-axial Patch Cord Assignment: (SRV/PRT)
8.	Intended Link Activation Date:
9.	Contacts for Test/Maintenance: <span style="float: right;">Name: Tel: Fax:</span>





**Advance Capacity Order for Connection Service**

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

Requesting Licensee: \_\_\_\_\_

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax No: \_\_\_\_\_  
 Address: \_\_\_\_\_

**1. Submarine Cable System**

--

**2. Period**

<b>For a period of six months:</b>
From Date/Month/Year :

**3. Link Profile: (Applicable to Group A & B Cable Systems)**

Link Connection Interface	Quantity
(a) Electrical Link (number of co-axial cable pair)	
(b) Optical Link (number of fibre pair) – Service link	
(c) Optical Link (number of fibre pair) – Protection link	

**4. Capacity Order Profile: (Applicable to Group B Cable Systems)**

Capacity Activation Order	Quantity
VC12	
VC3	
VC4	

Submitted By:  
 Name & Signature: \_\_\_\_\_ Company Stamp: \_\_\_\_\_



**Link Deactivation Request**

Date:

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

1.	Requesting Licensee:
	Name: Signature:  Telephone: Facsimile: Company Stamp:
2.	Submarine Cable System:
3.	Link Connection: <span style="float: right;">Electrical co-axial cable / Optical fibre</span>
4.	Capacity Designation:
5.	Cable System Circuit Allocation:
6.	ODF/DDF Port Assignment: (SRV/PRT)
7.	Fibre/Co-axial Patch Cord Assignment: (SRV/PRT)
8.	Intended Link Deactivation Date:
9.	Contacts for Test/Maintenance: <span style="float: right;">Name: Tel: Fax:</span>



**Singapore  
Telecom**

**Capacity Deactivation Request**

Date:

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

1	Requesting Licensee: Name: Signature:  Telephone: Facsimile: Company Stamp:			
2.	Submarine Cable System:			
3.	Circuit Designation:			
4.	Cable System's Circuit Allocation:			
5.	Intended Capacity Deactivation Date:			
6.	Contacts for Test/Maintenance: <table style="float: right; margin-left: 20px;"> <tr> <td>Name:</td> </tr> <tr> <td>Tel:</td> </tr> <tr> <td>Fax:</td> </tr> </table>	Name:	Tel:	Fax:
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