

**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 – CONDITIONAL APPROVAL*

- 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, or such other location, as contemplated in the process set out in clauses 1.2 to 1.6 of Schedule 8; and
- (b) the Cable System,

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

##### *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 owned by any Third Party licensed by the Authority, on the Cable System for the purpose of providing a backhaul service to that Third Party.

**IDA does not agree to SingTel's proposal to amend clause 1.3(b) by restricting the reference to "Third Party" to a third party that is licensed by the Authority. SingTel must delete the**

**phrase “licensed by the Authority,” and re-insert the earlier deleted phrase “(including, but not limited to, another licensee)”, in line 1 of clause 1.3(b).**

***CLAUSE 1.4 – CONDITIONAL APPROVAL***

1.4 The provision of Co-Location Space and physical access thereto at a Submarine Cable Landing Station must be acquired by a Requesting Licensee in accordance with Schedule 8D or using the process contemplated in clauses 1.2 to 1.6 of Schedule 8

***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 – CONDITIONAL APPROVAL***

- 2.1 (a) The terms and conditions of the Connection Service vary according to the Cable System. For this purpose, Cable Systems are divided into Group A Cable Systems and Group B Cable Systems, as described in Annex 4B.8
- (b) The method of access to Group A Cable Systems is shown in Annex 4B.1.
- (c) The method of access to Group B Cable Systems is via a Cross Connect System, as shown in Annex 4B.2.

## ***CLAUSE 2.2 – AMENDMENTS REQUIRED***

### **2.2 New Cable Systems**

- (a) The Requesting Licensee may request the Connection Service in respect of a cable system not specified in clause 2.1 of this Schedule 4B (**New Cable System**), where the Requesting Licensee has obtained Co-Location Space contemplated in clauses 1.2 to 1.6 of Schedule 8 or Co-location Space under Schedule 8D and where the New Cable System lands at the Submarine Cable Landing Station at which the Co-location Space is obtained.

*IDA's position is that it will lead to unreasonable delay if a Requesting Licensee must first wait out and complete the entire process for obtaining Co-location Space under the relevant schedules before the Requesting Licensee can submit a request for Connection Service to SingTel under Schedule 4B. So long as a Requesting Licensee has obtained or is in the process of obtaining a licence for Co-location Space, SingTel must proceed to process the Requesting Licensee's application for Connection Service. SingTel must amend clause 2.2(a) by inserting the phrase "or is in the process of obtaining" after the phrase "has obtained" in line 3 of clause 2.2(a).*

- (b) On receipt of a request under clause 2.2(a), SingTel and the Requesting Licensee will promptly discuss the Requesting Licensee's request.
- (c) If thirty (30) Calendar Days after the receipt of a request under clause 2.2(a) and following discussions under clause 2.2(b), the Requesting Licensee wishes to pursue the Connection Service, SingTel will commence the formulation of terms and conditions (including amended terms and conditions) to incorporate the New Cable System.
- (d) SingTel will submit the terms and conditions formulated under clause 2.2(c) to the Authority for approval and incorporation into the RIO and this RIO Agreement within sixty (60) Calendar Days after receipt of a request under clause 2.2(a).

### 3. ORDERING AND PROVISIONING PROCEDURE

#### ***CLAUSE 3.1 – CONDITIONAL APPROVAL***

- 3.1 SingTel shall offer to provide the Connection Service to a Requesting Licensee on terms and conditions that are no less favourable than the terms and conditions on which it provides comparable services to itself or its affiliates..

#### ***CLAUSE 3.2 – CONDITIONAL APPROVAL***

- 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.

***While IDA approves the initial limit of “five (5) requests for Connection Service per day”, IDA reserves its right to review the initial limit and, if necessary, IDA will require revisions to be made to the initial limit in order to adequately meet industry demand.***

#### ***CLAUSE 3.3 – CONDITIONAL APPROVAL***

- 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 inform SingTel in writing within forty eight (48) hours if such authorisation is varied or revoked; and
  - (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's letter of authorisation specified in clause 3.3;
- (d) the Request for Connection Service does not contain all the required information;

***IDA's position is that any information required by SingTel for the purpose of processing any application under this Schedule 4B must be detailed clearly and specified upfront in this Schedule 4B and its annexes. Accordingly, the phrase "required information" must only refer to the required information set out in the prescribed form specified in Schedule 4B. While IDA will not direct SingTel to make any amendment to Clause 3.4(d), IDA will not permit SingTel to subsequently require any Requesting Licensee to provide any information not already detailed clearly and specified upfront in this Schedule 4B and its annexes.***

- (e) the Requesting Licensee does not hold a licence to the necessary Co-Location Space under Schedule 8D or does not hold a licence to such other Co-location Space as contemplated in the process set out in clauses 1.2 to 1.6 of Schedule 8;

***IDA's position is that it will lead to unreasonable delay if a Requesting Licensee must first wait out and complete the entire process for obtaining Co-location Space under the relevant schedules before the Requesting Licensee can submit a request for Connection Service to SingTel under Schedule 4B. So long as a Requesting Licensee has obtained or is in the process of obtaining a licence for Co-location Space, SingTel must proceed to process the Requesting Licensee's application for Connection Service. SingTel must amend clause 3.4(e) by inserting the phrase at the end of the sentence " , and in either case, the Requesting Licensee has not submitted a request to SingTel to obtain Co-location Space under the applicable schedules, as the case may be".***

- (f) the Requesting Licensee submits a request under this Schedule 4B which seeks to activate links and/or capacity (with regard to capacity in respect of Group B Cable Systems only) in excess of that specified in the relevant ICO/ACO; or

***See Section 3 of Schedule 1 to this Direction. As IDA requires SingTel to remove all ICO/ACO requirements, clause 3.4(f) must be deleted in its entirety.***

- (g) the Requesting Licensee submits a request under this Schedule 4B which seeks to activate capacity where the relevant link has not been activated or sought to have been activated.

***CLAUSE 3.5 – CONDITIONAL APPROVAL***

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 link to SingTel's distribution frame;
- (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 and shall perform the physical termination of the Requesting Licensee's equipment or cabling 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***

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.

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

***CLAUSE 4 – AMENDMENTS REQUIRED***

***See Section 3 of Schedule 1 to this Direction. As IDA requires SingTel to remove all ICO/ACO requirements in Schedule 4B, clause 4 must be deleted in its entirety.***



- 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, and shall specify the partial capacity available, if any, for such time period until the initial capacity requested is available (**interim period**), in which case the Requesting Licensee shall indicate in writing within five (5) Business Days of receipt of SingTel's response whether the partial capacity is acceptable to it for the interim period;
  - (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 in whole or in part within the period required by this Schedule 4B, subject to:
- (a) SingTel being able to provide the full initial capacity requested by the date specified in the ICO, or the partial capacity required for the interim period; 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 in writing upon completion of the provisioning of the initial capacity (**ICO Date**) or partial capacity referred to in clause 4.2(b) of this Schedule 4B.

**5. LINK AND CAPACITY ACTIVATION REQUEST**

***CLAUSE 5.1 – AMENDMENTS REQUIRED***

5.1 The Requesting Licensee shall submit its link activation requests in the form of a Link/Capacity Activation Request Form (**LCAR Form**) provided in Annex 4B.4, with the relevant boxes checked, no less than:

***Clause 5.1 relates to both link and capacity activation. SingTel must amend clause 5.1 by deleting the word “link” in the first line.***

(a) **Group A or Group B Cable Systems:** fifteen (15) Business Days prior to the requested date of the activation of the link (**Link Activation Date**); or

(b) **Group B Cable Systems only:** ten (10) Business Days prior to the requested date of activation of the capacity (**Capacity Activation Date**); or

***Please note typographical error above (re: “date”).***

(c) **Group B Cable Systems only:** fifteen (15) Business Days prior to the requested date of the concurrent activation of the link and capacity (**Link-Capacity Activation Date**),

each such date being the **Relevant Activation Date**.

***CLAUSE 5.2 – AMENDMENTS REQUIRED***

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

***See Section 3 of Schedule 1 to this Direction. As IDA requires SingTel to remove all ICO/ACO requirements, clause 5.2 must be amended in the manner as follows:***

(a) ***SingTel must respond to the LCAR Form within five (5) Business Days of receiving the LCAR Form from the Requesting Licensee; and***

- (b) *SingTel must respond to the LCAR Form with one of the following responses:*
- (i) *that SingTel is able to activate the requested link and/or capacity, as the case may be, by the date specified in the LCAR Form;*
  - (ii) *that SingTel is able to activate the requested link and/or capacity, as the case may be, but will not be able to do so by the date specified in the LCAR Form as procurement is required; or*
  - (iii) *the LCAR 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***

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

#### ***CLAUSE 5.4 – AMENDMENTS REQUIRED***

- 5.4 If the Requesting Licensee does not activate a minimum of:
- (a) seventy five (75) 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**) in the case of Group A or Group B Cable Systems; or
  - (b) seventy five (75) per cent of the capacity specified in the relevant ICO (**Minimum ICO Capacity Activation Amount**) within six (6) months of the ICO Date (**Minimum ICO Period**) in the case of Group B Cable Systems,

the Requesting Licensee will nonetheless be liable for the full amount of charges applicable to the Minimum ICO Link Activation Amount or Minimum ICO Capacity Activation Amount, as the case may be, commencing from the expiry of the Minimum ICO Period until such time as the Minimum ICO Link Activation Amount or Minimum ICO Capacity Activation Amount, as the case may be, is achieved.

*See Section 3 of Schedule 1 to this Direction. As IDA requires SingTel to remove all ICO/ACO requirements, clause 5.4 (b) must be deleted.*

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

5.5 A minimum term of twelve (12) months shall apply to:

- (a) each link activated in accordance with this clause 5, measured from the earlier of the Link Activation Date and the Link-Capacity Activation Date (if applicable); 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,

**(Link Term)**; and

- (c) capacity activated in accordance with an LCAR Form under this clause 5, measured from the each of the Capacity Activation Date or Link-Capacity Activation Date (if applicable); or
- (d) capacity activated prior to the commencement of this Schedule 4B, measured from the date of commencement of that capacity under the relevant agreement.

**(Capacity Term)**.

***SingTel must amend clause 5 to clarify that:***

***(a) in relation to Group A Cable System, the minimum term of 12 months applies to only link activation (as capacity activation is not applicable); and***

***(b) in relation to Group B Cable System, the minimum term of 12 months applies to both link and capacity activation.***

6. [NOT USED]

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

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

***See Section 3 of Schedule 1 to this Direction. As IDA requires SingTel to remove all ICO/ACO requirements, clause 7 must be deleted its entirety.***

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.5.

- 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 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, and shall specify the partial additional capacity available, if any, for such time period until the additional capacity requested is available (**interim period**), in which case the Requesting Licensee shall indicate in writing within five (5) Business Days of receipt of SingTel's response whether the partial additional capacity is acceptable to it for the interim period;
  - (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 in whole or in part within the period required by this Schedule, subject to:
- (a) SingTel being able to provide the additional capacity, or the partial capacity required for the interim period, 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 in writing upon completion of the provisioning of the additional capacity in accordance with the ACO (**ACO Date**) or partial capacity referred to in clause 4.2(b).

## 8. LINK AND CAPACITY ACTIVATION REQUEST FOR ADDITIONAL CAPACITY

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

***See Section 3 of Schedule 1 to this Direction. As IDA requires SingTel to remove all ICO/ACO requirements, clause 8 must be deleted in its entirety.***

8.1 The Requesting Licensee shall submit its link activation requests in respect of additional capacity in the form of a LCAR Form provided in Annex 4B.4, with the relevant boxes checked, no less than:

- (a) **Group A or Group B Cable Systems:** fifteen (15) Business Days prior to the requested date of the activation of the link (**Link Activation Date**); or
- (b) **Group B Cable Systems only:** ten (10) Business Days prior to the requested date of activation of the capacity (**Capacity Activation Date**); or
- (c) **Group B Cable Systems only:** fifteen (15) Business Days prior to the requested date of the concurrent activation of the link and capacity (**Link-Capacity Activation Date**),

each such date being the **Relevant Activation Date**.

8.2 SingTel shall process the LCAR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel may reject the LCAR Form in accordance with clause 3.4 or if the Relevant 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 LCAR Form that is rejected in accordance with this clause.

8.4 If the Requesting Licensee does not activate a minimum of:

- (a) eighty (80) per cent of the links specified in the relevant ACO (**Minimum ACO Link Activation Amount**) within six (6) months of the ACO Date (**Minimum ACO Period**) in the case of Group A or Group B Cable Systems; or
- (b) eighty (80) per cent of the capacity specified in the relevant ACO (**Minimum ACO Capacity Activation Amount**) within six (6) months of the ACO Date (**Minimum ACO Period**) in the case of Group B Cable Systems,

the Requesting Licensee will nonetheless be liable for the full amount of charges applicable to the Minimum ACO Link Activation Amount or Minimum ACO Capacity Activation Amount, as the case may be, commencing from the expiry of the Minimum ACO Period until such time as the Minimum ACO Link Activation Amount or Minimum ACO Capacity Activation Amount, as the case may be, is achieved.

8.5 A minimum term of twelve (12) months shall apply to:

- (a) each link activated in accordance with this clause 8, measured from the earlier of the Link Activation Date and the Link-Capacity Activation Date (if applicable); 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,

(**Link Term**); and

- (c) capacity activated in accordance with an LCAR Form under this clause 5, measured from the each of the Capacity Activation Date or Link-Capacity Activation Date (if applicable); or
- (d) capacity activated prior to the commencement of this Schedule 4B, measured from the date of commencement of that capacity under the relevant agreement.

(**Capacity Term**).

9. **[NOT USED]**

9.1

10. **DEACTIVATION**

#### ***CLAUSE 10.1 – CONDITIONAL APPROVAL***

## **10.1 Link Deactivation for Group A Cable System**

- (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.6. The LDR Form must be provided to SingTel no less than ten (10) Business Days prior to the intended Link Deactivation Date (**LDD**).
- (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:
  - (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;

*IDA's position is that any information required by SingTel for the purpose of processing any application under this Schedule 4B must be detailed clearly and specified upfront in this Schedule 4B and its annexes. Accordingly, the phrase "required information" must only refer to the required information set out in the prescribed form specified in Schedule 4B. While IDA will not direct SingTel to make any amendment to clause 10.1(b)(ii), IDA will not permit SingTel to subsequently require any Requesting Licensee to provide any information not already detailed clearly and specified upfront in this Schedule 4B and its annexes.*

- (iii) the request for link deactivation is less than ten (10) Business Days prior to the LDD.
- (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.
- (d) Where the LDR Form is applicable to a link during the Link Term the Requesting Licensee shall remain liable for the recurring charges specified in Schedule 9 from the date of such deactivation (or partial deactivation if such is the extent of the LDR Form) for the remainder of that Link Term.

## **10.2 Link-Capacity Deactivation for Group B Cable System**

### ***CLAUSE 10.2 – CONDITIONAL APPROVAL***

- (a) If the Requesting Licensee wishes to deactivate link and/or capacity under this Schedule 4B, it must submit a request for link-capacity deactivation in the form of a Link-Capacity



Deactivation Request Form (**LCDR Form**) provided in Annex 4B.7. The LCDR Form must be provided to SingTel no less than ten (10) Business Days prior to the intended Link-Capacity Deactivation Date (**LCDD**). For the avoidance of doubt, a Requesting Licensee is permitted to request Capacity deactivation together with deactivation of its associated Link within one single request.

- (b) SingTel shall process the LCDR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel may reject the LCDR Form if:
  - (i) the request for link-capacity deactivation is not in the prescribed form specified in this clause;
  - (ii) the request for link-capacity deactivation does not contain all the required information;

***IDA's position is that any information required by SingTel for the purpose of processing any application under this Schedule 4B must be detailed clearly and specified upfront in this Schedule 4B and its annexes. Accordingly, the phrase "required information" must only refer to the required information set out in the prescribed form specified in Schedule 4B. While IDA will not direct SingTel to make any amendment to clause 10.2(b)(ii), IDA will not permit SingTel to subsequently require any Requesting Licensee to provide any information not already detailed clearly and specified upfront in this Schedule 4B and its annexes.***

- (iii) the request for link-capacity deactivation is less than ten (10) Business Days prior to the LCDD
- (c) SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LCDR Form that is rejected in accordance with this clause.
- (d) Where the LCDR Form is applicable to a link during the Link Term the Requesting Licensee shall remain liable for the recurring charges specified in Schedule 9 from the date of such deactivation (or partial deactivation if such is the extent of the LCDR Form) for the remainder of that Link Term, as the case may be.
- (e) Where the LCDR 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 partial deactivation if such is the extent of the LCDR Form) for the remainder of that Capacity Term.

## **11. STANDARD TERMS AND CONDITIONS**

***CLAUSE 11.1 – CONDITIONAL APPROVAL***

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 and install the associated cables between its own equipment and SingTel's Distribution Frame 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;

***IDA does not consider it reasonable for SingTel to commit to only using “reasonable endeavours” to operate and maintain the Connection Service in accordance with international industry standards. SingTel must meet the quality of service standards (i.e. international industry standards) that SingTel has specified to apply. IDA requires SingTel to delete the phrase “reasonable endeavours” in line one of clause 11.2(a).***

- (b) operate and maintain the Connection Service on no less favourable terms and conditions in which it operates and maintains comparable services provided to itself and its affiliates;
- (c) 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
- (d) 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.

## 12. ACCESS AND APPROVALS REQUIRED

### *CLAUSE 12 – CONDITIONAL APPROVAL*

- 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.

## 13. OPERATIONS AND MAINTENANCE

### *CLAUSE 13 – CONDITIONAL APPROVAL*

#### 13.1 Notification

Each Party shall as soon as practicable provide notification to the other Party in case of any fault or service interruption which is identified by the first-mentioned Party and to notify the other Party when the service is normalised.

#### 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.

#### 13.3 Fault Resolution

- (a) If a fault or service interruption 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 or service interruption 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 :

#### 13.4 Type Of Faults

Faults reported may be classified as follows:

- (i) Service affecting fault(s); and
- (ii) Non-service affecting fault(s).

Service affecting fault(s) may cause service interruption due to a system or physical link failure. Excessive data errors encountered on the links causing high data loss may also be classified as service affecting fault(s). Non-service affecting fault(s) are those that do not adversely affect data carried on the links.

#### 13.5 Target Response Times

The target response time for attendance to an alarm or reported fault will depend on the time of its occurrence as contained in Table 1 below. "Office Hours" is defined as 8am to 5pm for Mondays to Fridays (except Public Holidays). The whole of Saturday, Sunday and any Public Holiday and the hours outside the Office Hours are referred to as "After Office Hours".

Fault Type	Response Time	
	During Office Hours	After Office Hours
Service Affecting	within one (1) hour of receipt of notification	within two (2) hours of receipt of notification
Non-Service Affecting	within two (2) hours of receipt of notification	within next Working Day of receipt of notification

**Table 1 - Target Response Time**

#### 13.6 Fault Escalation

- (a) Where a fault persists and the Parties agree that progress of the remedy is not satisfactory, the fault may be escalated according to the fault escalation timescales and escalation reporting levels as outlined in sub-clauses 13.7 and 13.8 herein respectively.
- (b) The Parties shall immediately inform the first level of escalation within the respective Party's organisation at the same time when the Party which detected the fault notifies the fault reporting point of the Party for action.

**13.7 Fault Escalation Timescales**

The Parties shall use the following timescales as guidelines for the fault escalation process. The timescales shall be used in deciding whether the restoration of a fault is being progressing satisfactorily. If the escalation time has expired and both Parties are satisfied with the progress of the fault restoration, no immediate escalation is necessary.

Fault Type	Maximum Time For Escalation (Commencing after the Response Time)	
	First Level	Second Level
Service Affecting	Immediate	two (2) hours
Non-Service Affecting	Immediate	eight (8) hours

**Table 2 – Fault Escalation Timescales**

**13.8 Escalation Reporting Levels**

All requests for escalation shall be notified through each Party's fault reporting point. The reporting levels are :

Operator \ Escalation Level	SingTel	Requesting Licensee
First	Connection Service Engineer	to be advised by Requesting Licensee
Second	Connection Service Manager	to be advised by Requesting Licensee

**Table 3 - Escalation Reporting Levels**

**13.9 Persistent or Repeated Faults**

Persistent or repeated faults or issues which cannot be resolved satisfactorily through the normal channels of the Parties shall be escalated to the Second Level to expedite the fault clearance process.

**13.10 Escalation Problems**

The Parties shall notify their respective and appropriate officers stated in Table 3 above for problems encountered in the implementation or execution of the fault escalation procedures.

**14. TERM**

***CLAUSE 14 – CONDITIONAL APPROVAL***

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 or upon expiry or termination of any licence in respect of other space acquired by the Requesting Licensee using the process contemplated in clauses 1.2 to 1.6 of Schedule 8 (as the case may be).

**15. SUSPENSION**

***CLAUSE 15 – CONDITIONAL APPROVAL***

15.1 Subject to clause 12.1 of the main body of this RIO Agreement, 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.

***IDA notes that any purported suspension by SingTel pursuant to clause 15.1 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 15.1.***

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.

## **16. TERMINATION**

### ***CLAUSE 16 – CONDITIONAL APPROVAL***

***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.***

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 by the Requesting Licensee for a purpose other than the purposes specified in clause 1.3 of this Schedule;
- (d) the licence in respect of Co-Location Space from which the Connection Service is provided is terminated or expires or any licence in respect of space acquired by a Requesting Licensee using the process contemplated in clauses 1.2 to 1.6 of Schedule 8, is terminated or expires (as the case may be);
- (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.

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.

16.3 Upon expiry or termination of this Schedule:

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

(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,

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

16.4 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 16.3, 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.

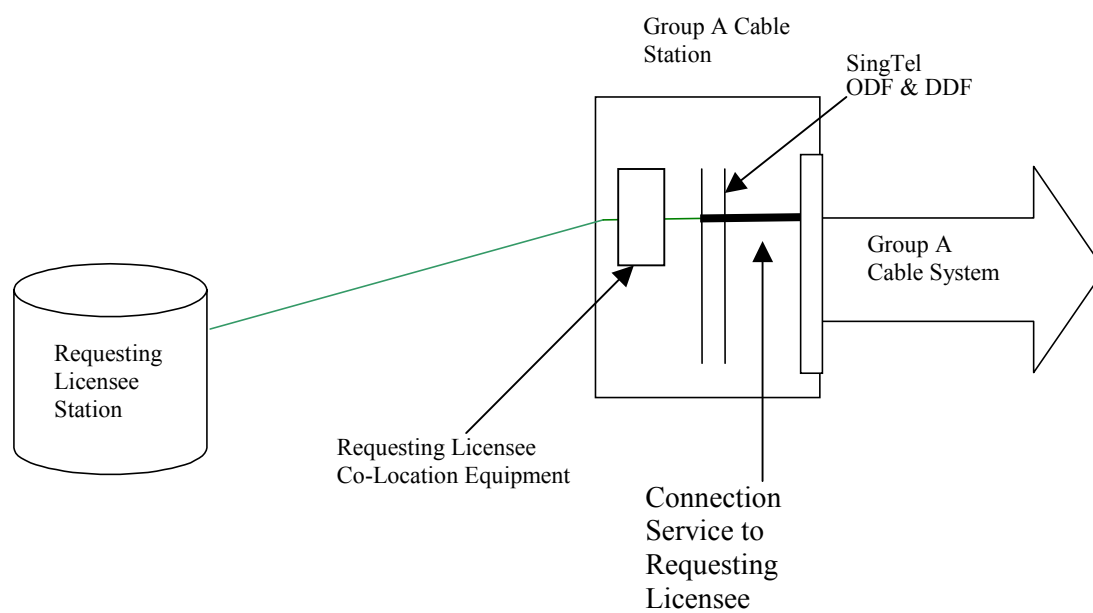
16.5 If SingTel terminates the Connection Service, capacity or link prior to the minimum periods specified in this Schedule, the Requesting Licensee shall be liable only for recurring charges for the relevant links and capacity for the remaining period of the minimum term commitment in respect of such links and capacity.

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



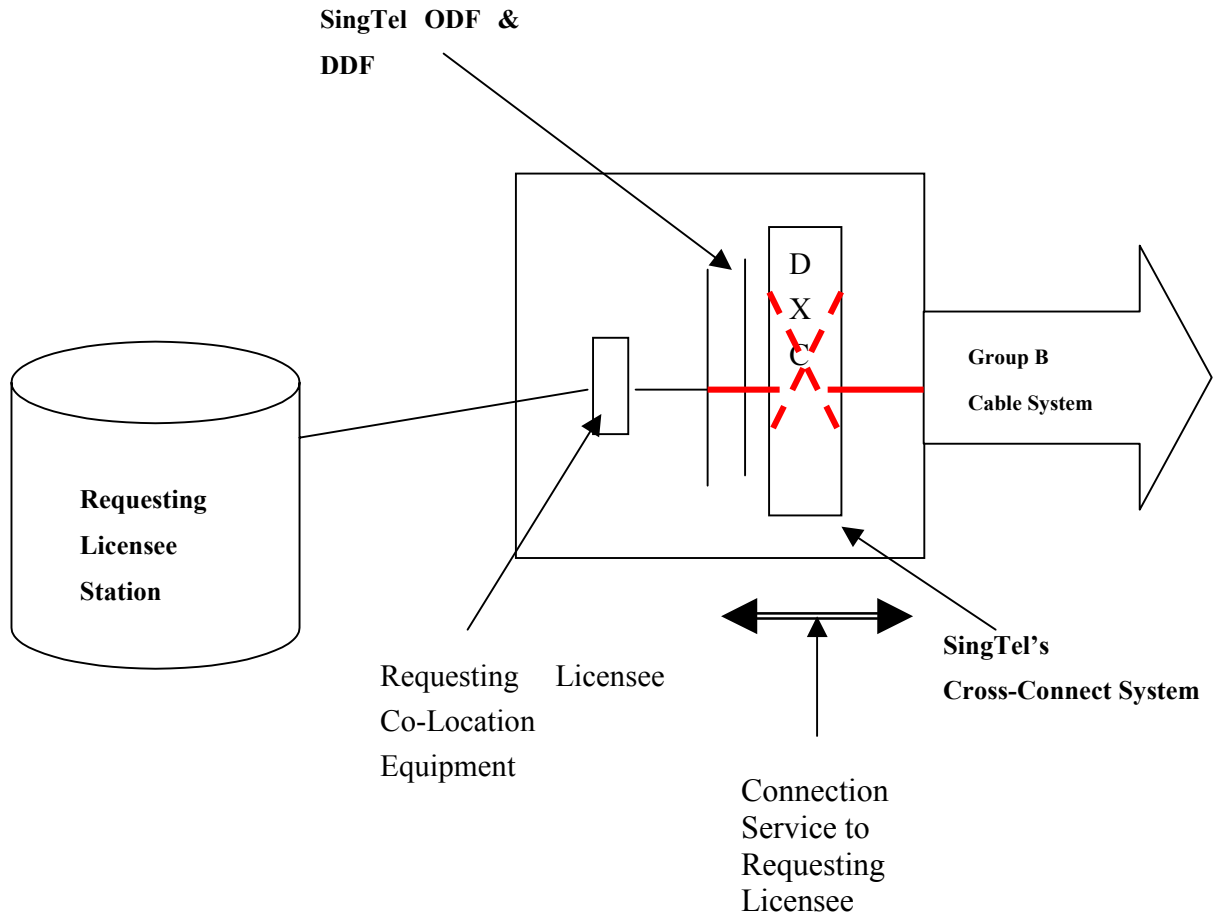
**CONDITIONAL APPROVAL**

**ANNEX 4B.1 Connection Service diagram for Group A Submarine Cable Systems**



**CONDITIONAL APPROVAL**

**ANNEX 4B.2 Connection Service diagram for Group B Submarine Cable Systems**



**AMENDMENTS REQUIRED – As IDA requires SingTel to remove all ICO/ACO requirements, Annex 4B.3 must be deleted in its entirety.**

**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: \_\_\_\_\_

**CONDITIONAL APPROVAL**

**ANNEX 4B.4**



**Link-Capacity Activation Request**

Date:

To: Manager, Network Integration and Interconnect

Fax: 65-6848 4113

1.	Requesting Licensee: Name: <span style="float: right;"><b>Please tick relevant box:</b></span> Signature: <input type="checkbox"/> <b>Link Activation Only</b> Telephone: <input type="checkbox"/> <b>Capacity Activation Only</b> Facsimile: <input type="checkbox"/> <b>Link and Capacity Activation</b> Company Stamp:										
2.	Submarine Cable System:  <b>Link Particulars applicable to both Group A &amp; B Cable Systems</b>										
3a.	Link Connection Bit Rate: <b>Electrical Co-axial cable / Optical fibre</b>										
3b.	Capacity Designation:										
3c.	Cable System Circuit Allocation:										
3d.	Requesting Licensee's ODF/DDF Port Assignment: (SRV/PRT)										
3e.	Fibre/Co-axial Patch Cord Assignment: <table border="1" style="display: inline-table; vertical-align: middle;"><thead><tr><th>RL's ID</th><th>Patch No.</th></tr></thead><tbody><tr><td>/</td><td>/A -Tx(Svr)</td></tr><tr><td>/</td><td>/B - Rx(Svr)</td></tr><tr><td>/</td><td>/C - Tx(Prt)</td></tr><tr><td>/</td><td>/D - Rx (Prt)</td></tr></tbody></table>	RL's ID	Patch No.	/	/A -Tx(Svr)	/	/B - Rx(Svr)	/	/C - Tx(Prt)	/	/D - Rx (Prt)
RL's ID	Patch No.										
/	/A -Tx(Svr)										
/	/B - Rx(Svr)										
/	/C - Tx(Prt)										
/	/D - Rx (Prt)										
3f.	Intended Link Activation Date:  <b>Capacity Particulars applicable to Group B Cable Systems only</b>										
4a.	Circuit Designation:										
4b.	Cable System's Circuit Allocation:										
4c.	Intended Capacity Activation Date:										
5.	Contacts for Test/Maintenance: Name:										

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	Tel: Fax:
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**AMENDMENTS REQUIRED – As IDA requires SingTel to remove all ICO/ACO requirements, Annex 4B.5 must be deleted in its entirety.**

**ANNEX 4B.5**



**Additional 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: \_\_\_\_\_

**AMENDMENTS REQUIRED – IDA requires SingTel to merge the respective deactivation forms for both Groups A and B Cable Systems into 1 single form (for example, please see Link-Capacity Activation Request Form set out in Annex 4B.4)**

**ANNEX 4B.6**



**Link Deactivation Request for Group A Cable System**

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 Bit Rate: Electrical co-axial cable / Optical fibre										
4.	Capacity Designation:										
5.	Cable System Circuit Allocation:										
6.	Requesting Licensee's ODF/DDF Port Assignment: (SRV/PRT)										
7.	Fibre/Co-axial Patch Cord Assignment: <table style="display: inline-table; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">RL's ID</th> <th style="text-align: left; border-bottom: 1px solid black;">Patch No.</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black; width: 150px;"></td> <td style="border-bottom: 1px solid black; width: 100px;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </tbody> </table> <div style="display: flex; justify-content: space-between; margin-left: 100px;"> <span>/A –Tx(Svr)</span> <span>/B – Rx(Svr)</span> </div> <div style="display: flex; justify-content: space-between; margin-left: 100px;"> <span>/C – Tx(Prt)</span> <span>/D – Rx (Prt)</span> </div>	RL's ID	Patch No.								
RL's ID	Patch No.										
8.	Intended Link Deactivation Date:										
9.	Contacts for Test/Maintenance: <table style="display: inline-table; vertical-align: top;"> <tr><td>Name:</td></tr> <tr><td>Tel:</td></tr> <tr><td>Fax:</td></tr> </table>	Name:	Tel:	Fax:							
Name:											
Tel:											
Fax:											

**AMENDMENTS REQUIRED – IDA requires SingTel to merge the respective deactivation forms for both Groups A and B Cable Systems into 1 single form (for example, please see Link-Capacity Activation Request Form set out in Annex 4B.4)**

**ANNEX 4B.7**



**Link-Capacity Deactivation Request For Group B Cable System**

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

1.	Requesting Licensee:																
	Name:	<b>Please tick relevant box:</b>															
	Signature:	<input type="checkbox"/> <b>Link Deactivation Only</b>															
	Telephone:	<input type="checkbox"/> <b>Capacity Deactivation Only</b>															
	Facsimile:																
	Company Stamp:	<input type="checkbox"/> <b>Link and Capacity Deactivation</b>															
2.	Submarine Cable System:																
3.	Link Connection Bit Rate:	Electrical Co-axial cable / Optical fibre															
4.	Capacity Designation:																
5.	Cable System Circuit Allocation:																
6.	Requesting Licensee's ODF/DDF Port Assignment: (SRV/PRT)																
7.	Fibre/Co-axial Patch Cord Assignment: (SRV/PRT)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>RL's ID</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Patch No.</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/</td> <td>/A –Tx(Svr)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/</td> <td>/B – Rx(Svr)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/</td> <td>/C – Tx(Prt)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/</td> <td>/D – Rx (Prt)</td> </tr> </tbody> </table>	<u>RL's ID</u>	<u>Patch No.</u>		/	/	/A –Tx(Svr)	/	/	/B – Rx(Svr)	/	/	/C – Tx(Prt)	/	/	/D – Rx (Prt)
<u>RL's ID</u>	<u>Patch No.</u>																
/	/	/A –Tx(Svr)															
/	/	/B – Rx(Svr)															
/	/	/C – Tx(Prt)															
/	/	/D – Rx (Prt)															
8.	Intended Link Deactivation Date:																
9.	Circuit Designation:																
10.	Cable System's Circuit Allocation:																





**CONDITIONAL APPROVAL**

**ANNEX 4B.8**

**CABLE SYSTEMS**

(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.

(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.

