

IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

SCHEDULE 10

BILLING

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SCHEDULE 10 – MODIFICATION REQUIRED

To the extent that SingTel is purchasing O/T/T from the Requesting Licensee, SingTel must modify Schedule 10 to specify the mutual billing and settlement obligations of both parties.

SingTel comments : **Agreed.**

SCHEDULE 10

BILLING

CLAUSE 1 – MODIFICATION REQUIRED

1. GENERAL

1.1 This Billing Schedule describes the general billing and settlement procedures in respect of Charges for Interconnect Related Services provided ~~by SingTel to the Requesting Licensee~~ under this RIO Agreement, as well as the procedures for settling any disputes relating to billing (**Billing and Settlement Procedures**). More detailed ~~B~~billing requirements and manuals relating to individual services are contained in the individual service Schedules.

To the extent that SingTel is purchasing O/T/T from the Requesting Licensee, SingTel must modify Clause 1.1 to specify the mutual billing and settlement obligations of both parties.

SingTel comments : **Agreed.**

CLAUSE 2 – MODIFICATION REQUIRED

To the extent that SingTel is purchasing O/T/T from the Requesting Licensee, SingTel must modify Clause 2 to specify the mutual billing and settlement obligations of both parties.

SingTel comments : **Agreed.**

2. BILLING AND SETTLEMENT

2.1 ~~SingTel~~ Each Party (the Invoicing Party) shall employ its reasonable endeavours to issue to the ~~Requesting Licensee~~ other Party (the Invoiced Party) within fourteen (14) Calendar

Days of each Billing Period an invoice in writing, or such electronic form as may be agreed from time to time, for amounts due in respect of the supply of ~~Interconnect Related Services~~ during such Billing Period. The Billing Period shall be monthly unless otherwise determined by ~~SingTel~~ the Invoicing Party.

The party issuing the invoice must do so within the time specified. SingTel must delete the phrase “employ its reasonable endeavours to” in the first sentence.

SingTel comments : SingTel does not believe that it is possible to guarantee that an invoice can be sent off within a given period of time. In addition, it is reasonable to require the parties to do so using their reasonable endeavours. The recent incidents of problems with the billing systems of some companies are good examples how delays to invoicing can occur with complicated billing systems.

2.2 ~~SingTel~~ The Invoicing Party may send invoices by way of facsimile transmission on the date of issue of the invoice, followed by a hard copy via post.

2.3 All Charges payable shall be calculated according to the Charges contained in Schedule 9.

2.4 All invoices shall contain the Billing Verification Information as stipulated in the individual service schedules. The Billing Verification Information shall be used by ~~the Requesting Licensee~~ the Invoiced Party only for the purposes of verifying the accuracy of amounts charged on an invoice.

2.5 ~~The Requesting Licensee~~ The Invoiced Party shall pay the Charges payable under this RIO Agreement, and upon the terms, and subject to the conditions, set out in this RIO Agreement, no later than thirty (30) Calendar Days from the date of the relevant invoice (**Due Date**). The relevant requirements of clause 6 of the main body of this RIO Agreement apply in relation to such payments. For the avoidance of doubt, the ~~Requesting Licensee~~ Invoiced Party shall pay these Charges to ~~SingTel~~ the Invoicing Party regardless of whether the ~~Requesting Licensee~~ Invoiced Party has received payment from its Customers.

2.6 In addition to charging interest in accordance with this Schedule or exercising any other rights ~~SingTel~~ the Invoicing Party has at law or under this RIO Agreement, where an undisputed amount is outstanding and remains unpaid for more than seven (7) Calendar Days after it is due for payment, ~~SingTel~~ the Invoicing Party reserves the right to take action, without further notice to the ~~Requesting Licensee~~ Invoiced Party, to recover any such amount as a debt due to ~~SingTel~~ the Invoicing Party. ~~SingTel~~ The Invoicing Party will not, however, take such action if it amounts to suspension or termination of this RIO Agreement without following the procedures outlined in clauses 12 and 13 of this RIO Agreement.

- 2.7 Payments are deemed to be received on the date the payment is received by ~~SingTel~~the Invoicing Party, unless the payment is subsequently dishonoured, in which case, payment is deemed not to have been received until cleared funds are received by ~~SingTel~~the Invoicing Party together with all dishonour fees and charges.

CLAUSE 3 – MODIFICATION REQUIRED

To the extent that SingTel is purchasing O/T/T from the Requesting Licensee, SingTel must modify Clause 3 to specify the mutual billing and settlement obligations of both parties.

SingTel comments : **Agreed.**

3. INTEREST ON OVERDUE AMOUNTS

- 3.1 If ~~the Requesting Licensee~~the Invoiced Party does not pay a sum payable under this RIO Agreement by the Due Date, ~~SingTel~~the Invoicing Party may charge interest on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its Due Date and ending on the date of the receipt of the overdue sum by ~~SingTel~~the Invoicing Party (both before and after judgement) in accordance with this clause. ~~The Requesting Licensee~~The Invoiced Party agrees to pay such interest on demand.
- 3.2 Interest shall accrue on that overdue sum at a fluctuating rate per annum (as determined by ~~SingTel~~the Invoicing Party) equal to the sum of two (2) percent and the arithmetic mean (rounded up, if necessary, to the next 1/16 percent) of the respective Prime Lending Rates of the Reference Banks prevailing from time to time during that period. Where interest in respect of any due and unpaid amount is due to ~~SingTel~~the Invoicing Party, ~~SingTel~~the Invoicing Party may add the amount of such interest to its next invoice.

CLAUSE 4 – MODIFICATION REQUIRED

To the extent that SingTel is purchasing O/T/T from the Requesting Licensee, SingTel must modify Clause 4 to specify the mutual billing and settlement obligations of both parties.

SingTel comments : **Agreed.**

4. INVOICE ERRORS

- 4.1 If ~~the Requesting Licensee~~the Invoiced Party discovers an error in an invoice given by ~~SingTel~~the Invoicing Party under this clause 4, it shall notify ~~SingTel~~the Invoicing Party as

soon as practicable. ~~SingTel~~The Invoicing Party shall make the adjustment necessary to correct that error in its next invoice, if it is able to verify the error.

- 4.2 If ~~SingTel~~the Invoicing Party has omitted or miscalculated Charges from an invoice, ~~SingTel~~the Invoicing Party may include or amend (respectively) those Charges in a later invoice, as long as ~~SingTel~~the Invoicing Party is able to substantiate these Charges to ~~the Requesting Licensee~~the Invoiced Party and the inclusion or amendment is made within six (6) months of the issuing of the invoice.

The right of the party issuing an invoice to amend omitted or miscalculated charges must be subject to a reasonable limitation period in order to promote commercial certainty. This is consistent with the obligation of the party issuing the invoice to ensure the accuracy of the invoice. IDA considers a period of 6 months to be reasonable for this purpose. SingTel must modify Clause 4.2 to specify the above requirements.

SingTel comments : **Agreed.**

- 4.3 If ~~the Requesting Licensee~~the Invoiced Party makes an overpayment in error, it shall notify ~~SingTel~~the Invoicing Party accordingly within thirty (30) days of the date on which the overpayment was made with sufficient details for ~~SingTel~~the Invoicing Party to be able to identify the overpayment. If ~~SingTel~~the Invoicing Party verifies the overpayment, ~~SingTel~~the Invoicing Party shall return the amount overpaid to ~~the Requesting Licensee~~the Invoiced Party.

- 4.4 Notwithstanding any other provision in this Schedule, interest shall not accrue or become payable in respect of sums added to an invoice in error.

- 4.5 The Parties acknowledge that invoices cannot be warranted as being free from errors.

CLAUSE 5 – MODIFICATION REQUIRED

To the extent that SingTel is purchasing O/T/T from the Requesting Licensee, SingTel must modify Clause 5 to specify the mutual billing and settlement obligations of both parties.

SingTel comments : **Agreed.**

5. BILLING DISPUTE NOTIFICATION

- 5.1 If ~~the Requesting Licensee~~the Invoiced Party wishes to dispute in good faith an invoice prepared by ~~SingTel~~the Invoicing Party (**Billing Dispute**), ~~the Requesting Licensee~~the

Invoiced Party must notify ~~SingTel~~the Invoicing Party in writing (**Billing Dispute Notice**) within fourteen (14) days after the date of that invoice (**Billing Dispute Notification Period**). Such notices must be sent to the Billing Representatives nominated in clause 8.

IDA is of the view that a period of 14 days is not sufficient for the party receiving an invoice to check and verify the accuracy of the invoice. IDA considers a period of 21 days to be reasonable for this purpose. SingTel must modify Clause 5.1 to specify the above requirements.

SingTel comments : SingTel believes that 14 days is more than sufficient for the invoiced party to determine if the bill contains an error. This is also consistent with the current arrangement with existing licensees.

5.2 A Billing Dispute may only arise where ~~the Requesting Licensee~~the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:

- (a) ~~SingTel~~the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the Calls which are the subject of the dispute;
- (b) there is, or has been, a discrepancy between the invoice in dispute and the records generated by ~~SingTel~~the Invoicing Party's Billing System;
- (c) there is, or has been, a fraud perpetrated by ~~SingTel~~the Invoicing Party; or
- (d) ~~SingTel~~the Invoicing Party has made some other error in respect of the recording of the Calls or calculation of the Charges which are the subject of the Billing Dispute.

5.3 A Billing Dispute Notice given under this clause 5 must specify:

- (a) the reasons for which ~~the Requesting Licensee~~the Invoiced Party disputes the invoice;
- (b) the amount in dispute;
- ~~(c) in respect of disputes initiated by Customers, a copy of the Customer's written complaint; and~~

Require the disputing party to provide a copy of the Customer's complaint is unnecessary and intrusive. SingTel must delete Clause 5.3(c).

SingTel comments : Agreed.

~~(d)~~(c) details required to identify the relevant invoice and Charges in dispute including:

- (i) the account number,
- (ii) the invoice reference number,
- (iii) the invoice date,
- (iv) the invoice amount, and
- (v) the Detailed Billing Verification Information as specified in the individual service schedules.

5.4 For the avoidance of doubt, no invoices may be disputed after the expiration of the Billing Dispute Notification Period.

CLAUSE 6 – MODIFICATION REQUIRED

To the extent that SingTel is purchasing O/T/T from the Requesting Licensee, SingTel must modify Clause 6 to specify the mutual billing and settlement obligations of both parties.

SingTel comments : **Agreed.**

6. BILLING DISPUTE RESOLUTION

CLAUSE 6.1 – MODIFICATION REQUIRED

6.1 ~~The Requesting Licensee~~The Invoiced Party agrees to pay the undisputed portion of any invoice in accordance with the normal payment procedures set out in clause 2.5. ~~Any unpaid amounts subject to the Billing Dispute resolution procedures outlined in this clause 6 (Billing Dispute Resolution Procedure) must be paid within sixty (60) Calendar Days of the date of the invoice pending the outcome of the Billing Dispute. Such payments will not prejudice the Requesting Licensee's dispute regarding the remainder of the invoice. If the dispute is resolved against the party initiating the dispute, that party shall be required to pay interest at the rate specified in clause 3.2 on the amount payable by the Invoiced Party.~~

Clause 6.1 imposes a disproportionate share of the risk on the disputing party – which, generally, will be the Requesting Licensee's. SingTel must modify Clause 6.1 as follows:

Where one party has disputed an invoice within the time period specified above, that party shall not be required to pay the disputed sum until the resolution of the dispute. However, if the dispute is eventually resolved against the party initiating the dispute, that party shall be required to pay interest at a commercially reasonable rate calculated on the basis of the disputed amount to the billing party.

SingTel comments : **Agreed.**

- 6.2 Where ~~the Requesting Licensee~~the Invoiced Party has paid an amount and subsequently notifies ~~SingTel~~the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, ~~SingTel~~the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. The Invoicing Party is not required to pay interest on any amount refunded under this clause.
- 6.3 The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under clause 5.
- 6.4 If the Parties are unable to resolve any Billing Dispute within thirty (30) Calendar Days (or such other period as the Parties may agree) from the date on which the Billing Dispute Notice is received (**Negotiation Period**), either Party may seek the consent of the other Party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Party is, however, under no obligation to agree to such extension.
- 6.5 To the extent that a Billing Dispute notified under this clause involves a Billing Dispute with an International Correspondent of ~~SingTel~~the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the dispute with that International Correspondent. As a general rule, the period of suspension will not exceed six (6) months. However, the Parties recognise that some Billing Disputes with International Correspondents may take longer to resolve, in which case ~~SingTel~~the Invoicing Party must promptly inform ~~the Requesting Licensee~~the Invoiced Party of the likely period required for resolution.
- 6.6 Once the Negotiation Period and any extension granted under clause 6.4 has expired, the Billing Dispute may be referred by ~~the Requesting Licensee~~the Invoiced Party to the procedure described in clause 6.7 (**Billing Dispute Escalation Procedure**).
- 6.7 ~~The Requesting Licensee~~The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this clause 6.7 by notifying ~~SingTel~~the Invoicing Party's Billing Representative. Each of the Parties shall then appoint a designated

representative that has authority to settle the Billing Dispute, and that is at a higher level of management than the persons with direct responsibility for administration of this RIO Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honoured.

- 6.8 Once any Billing Dispute has been resolved to the Parties' satisfaction, any sum to be paid or repaid shall be paid immediately by the relevant Party.
- 6.9 Although it is the good faith intention of the Parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Schedule shall prevent either Party pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 6.10 For the avoidance of doubt, and as stipulated in Schedule 11 , Billing Disputes may not be referred to the general Dispute Resolution Procedures provided in that Schedule.

CLAUSE 7 – CONDITIONAL APPROVAL

7. JOINT INVESTIGATION OF INVOICE DISCREPANCIES

- 7.1 A Party may request a joint investigation of invoice discrepancies after that Party has conducted comprehensive internal investigation, including examination of its own Billing System. The joint investigation may include the generation of test Calls to the other Party's Network.

CLAUSE 8 – CONDITIONAL APPROVAL

8. BILLING REPRESENTATIVES

- 8.1 Enquiries relating to Billing, collecting and settlement arrangements or in relation to Network and operation issues may be directed to either of these nominated Billing Representatives. Billing Dispute Notices must be sent to these representatives:

[SingTel:]

[Requesting Licensee:]

8.2 Either Party may at any time nominate another Billing Representative, provided that fourteen (14) Calendar Days prior notification of such appointment is given.