

IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

SCHEDULE 12

DICTIONARY

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IDA General Comments

IDA has identified various defined terms in Schedule 12 that SingTel must modify to give effect to IDA's required modifications to the RIO and its schedules. SingTel must make any other modifications necessary to give effect to, and be consistent with, the modifications required by IDA.

SingTel comments : Agreed.

SCHEDULE 12

DICTIONARY

1. INTERPRETATION

1.1 A term or expression used in this RIO Agreement that starts with a capital letter and is defined in this Dictionary, has the meaning given to it in this Dictionary.

1.2 In this RIO Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) words which are gender neutral or gender specific include each gender;
- (iii) other parts of speech and grammatical forms of a word or phrase defined in this RIO Agreement have a corresponding meaning;
- (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (vi) a reference to a clause, party, Schedule, annex or attachment is a reference to a clause of this RIO Agreement, and a party, schedule, annex or attachment to, this RIO Agreement, and a reference to this RIO Agreement includes a Schedule, annex or attachment to this RIO Agreement;
- (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable regulatory authority or stock exchange and is a reference to that law as amended, consolidated or replaced;
- (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (ix) a reference to a party to a document includes that party's successors and permitted assigns;
- (x) an agreement on the part of two or more persons binds them jointly and severally;
and

(xi) a reference to an agreement, other than this RIO Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.

1.3 Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

1.4 Headings are for convenience only and do not affect the interpretation of this RIO Agreement.

1.5 This RIO Agreement may not be construed adversely to a Party because that Party prepared or drafted it.

2. DEFINITIONS

The following definitions apply to words and phrases used in this RIO Agreement unless an alternative context is stated to apply:

“Accounts” means the latest audited accounts of the Requesting Licensee and the audited consolidated accounts of the Requesting Licensee, its Subsidiaries and Holding Companies;

“Acquirer” has the meaning given to that term in Schedule 2;

“Act” means the Telecommunications Act 1999;

“Actual Usage” means the percentage of E1s in a Capacity Commitment which are utilised at the end of a Forecast period;

“Additional Calling Line Identification” or **“ACLI”** means the Additional Calling Line Identification to be generated for a Ported Number in accordance with Schedule 6;

“Additional IRS” are IRS as defined in this RIO Agreement but are not currently being supplied to the Requesting Licensee and as defined in clause 6.1 of this RIO Agreement;

“Administration Charge” refers to the Charges payable by Requesting Licensees for various services as listed in Schedule 9;

“Advice” means notice of planned engineering works with a Requesting Licensee’s Network in accordance with the Advice form process specified in Appendix 3 to Annex B of Schedule 1B;

“Altering Party” means the Party which proposes to undertake a Network Change;

“Annex” means any document attached to this RIO Agreement, and is usually used to describe an attachment to a Schedule rather than an attachment to the main RIO Agreement. The words **“this Annex”** refer to the numbered Annex in which those words appear;

“**Answer [ANM]**” means an ISUP answer message as defined in ITU-T.Rec.Q.762 and ITU-T.Rec.Q.763;

“**Arbitration**” means the procedure described in the Arbitration Rules of Singapore International Arbitration Centre (**SIAC Rules**) under Schedule 11;

“**Arbitrator**” means the arbitrator appointed pursuant to clause 5 of Schedule 11;

“**Authorised Persons**” has the same meaning ascribed to it in clause 23.4 of this RIO Agreement;

“**Authority**” means the Republic of Singapore Info-communications Development Authority of Singapore or its successor organisations in the administration of telecommunications policy, law and regulation in the Republic of Singapore;

“**Best Practice**” means a generally accepted practice by the industry;

“**Biennial Review**” means a review which is conducted every second year;

“**Billing**” means the processes specified in Schedule 10;

“**Billing and Settlement Procedures**” means the process for the settlement of disputes as specified in Schedule 10;

“**Billing Dispute**” means the dispute of an invoice prepared by SingTel by a Requesting Licensee which is made in good faith;

“**Billing Dispute Escalation Procedure**” means the procedures outlined in Schedule 10, clause 6.7;

“**Billing Dispute Notice**” means written notification to SingTel made by a Requesting Licensee in relation to a Billing Dispute;

“**Billing Dispute Notification Period**” means the fourteen (14) Calendar Day period after the date of an invoice which is the subject of a Billing Dispute;

“**Billing Dispute Resolution Procedure**” means the process relating to Billing Disputes specified in clause 6 of Schedule 10;

“**Billing Period**” means, unless otherwise agreed in writing, the period of a calendar month commencing on the first day of a month;

“**Billing Representative**” means a representative of either Party appointed in accordance with the Billing Manual;

“**Billing System**” means a system to issue invoices relating to Charges payable by each Party under this RIO Agreement;

“**Billing Unit**” means each ~~minute~~ second of Call Duration;

SingTel must modify the meaning of “Billing Unit” to be consistent IDA requirement that SingTel use the lowest technically feasible billing increment.

SingTel comments : Agreed to use “second”.

“**Billing Verification Information or (BVI)**” means such information provided pursuant to the individual service Schedules by one Party to the other as is necessary to ascertain the Charges payable by each Party under this RIO Agreement;

“**Building Lead-in Duct**” means the duct that connects the manhole for the installation of telecommunication cables into the building;

“**Building MDF**” means an MDF located within residential or non-residential premises;

“**Business Day**” means any day other than Saturday, Sundays or the gazetted public holidays of the Republic of Singapore;

“**Calendar Day**” means any day of the week;

“**Calendar Quarter**” means the periods commencing on 1 January and ending on 31 March, commencing on 1 April and ending on 30 June, commencing on 1 July and ending on 30 September, commencing on 1 October and ending on 31 December;

“**Call**” means a transmission path through telecommunication systems related to the delivery of a Message and any reference to the conveyance of a Call by a Party means the establishment by that Party of such a transmission path through that Party's Network and the conveyance by that Party over such transmission path;

“**Call Attempt**” means an incident at the originating IGS whereby the Initial Address Message (IAM) is sent or at the terminating IGS whereby an IAM is received;

“**Call Duration**” means at the terminating IGS, the time when the IAM is received to the time when the REL is sent or received, or at the originating IGS, the time when the IAM is sent to the time when the REL is sent or received;

“**Call Origination Service**” is a service provided by the Supplier SingTel in respect of Originating Interconnected Calls from a customer directly connected to the Supplier's SingTel Network to the relevant Point of Interconnection with the Acquirer's ~~Requesting Licensee's~~ Network;

“**Call Termination Service**” is a service provided by the Supplier SingTel in respect of Terminating Interconnected Calls from a relevant Point of Interconnection with the Acquirer's ~~Requesting Licensee's~~ Network to a customer directly connected to the Supplier's SingTel Network;

“**Call Transit Service**” is the service provided by ~~the Supplier~~ SingTel in respect of Transit Interconnected Calls from the ~~Acquirer’s~~ Requesting Licensee’s Network to a Third Party Network;

“**Call Types**” means a specific type of Call;

“**Called Party**” means a person who, or apparatus which, receives a Call. The term “**Called Party Number**” has a corresponding meaning;

“**Calling Line Identification** or “**CLI**” means information identifying the number of the telephone line or apparatus on which a Call originates and which is transmitted between and within Networks;

“**Calling Party**” means a person who, or apparatus which, initiates a Call;

“**Capacity**” means in relation to an Interconnect Link, 2 Mbps (or such other bit rates agreed in writing between the Licensee) ports for each Interconnect Link allowing access to the SingTel Network or the Requesting Licensee’s Network;

“**Capacity Commitment**” means the first quarter of each forecast provided under Annex 6L of Schedule 6;

“**CCS**” means Common Channel Signalling as specified in Annex A of Schedule 1B;

“**CDR**” means Call Detail Record;

“**Change Process**” means the process set out in Schedule 2A, 2B & 2C to extend the use of Call Origination/Call Termination/Call Transit Services to a Call Type;

“**Charge**” means a fee payable by a Licensee for goods or services set out or referred to in this RIO Agreement and as specified in Schedule 9 or elsewhere in the RIO Agreement, as amended from time to time;

“**Chargeable Call Duration**” means a fee payable for Call Duration;

“**Circuit Reference**” is the distinct reference alphanumeric character used to identify the service;

“**CLIP/CLIR**” means Calling Line Identification presentation and restrictions fields;

“**Code**” means the Code of Practice for Competition in the Provision of Telecommunications Services issued by the Authority pursuant section 26(1) of the Telecommunications Act 1999 and as published on 15 September 2000;

“**Co-located Equipment**” means the equipment that has been Co-Located under this Agreement;

“**Co-Location**” means the location of Co-Location Equipment in Co-Location Sites under this Agreement;

“**Co-Location Request Form**” means the application form prescribed in Annex G of Schedule 8;

“**Co-location Equipment**” means the equipment that is approved for Co-Location under this Agreement;

“**Co-location Exchange Building**” means Co-Location Site;

“**Co-location Request**” means a request for Co-Location made under this agreement;

“**Co-Location Site**” means, for the purpose of installing an Interconnect Link, any IGS, and for the purpose of obtaining access to Local Loop and Local Loop Facilities, either an Exchange Building for a POI or a POA; a Satellite Earth Station; or a Submarine Cable Landing Station/Frontier Station, the lists of which are specified in the annexures to Schedule 8 and as varied by SingTel from time to time;

SingTel must modify the meaning of “Co-Location Site” to include all sites at which the Code requires SingTel to permit co-location.

SingTel comments : It is not necessary to amend the definition at this stage. The list in the definition covers the existing Schedules. To the extent that those Schedules are amended or expanded in the future, the definition can be amended.

“**Co-Location Space**” means space and such facilities as may be agreed to by the Parties to be provided by SingTel at the Co-Location Site for the installation and operation of Co-located Equipment;

“**Committed Forecast**” has the same meaning as a Capacity Commitment;

“**Companies Act**” means the Companies Act, Cap 50 of Singapore;

“**Confidential Information**” of an Licensee means all information know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of that Licensee (and any matter concerned with or arising out of this RIO Agreement) but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of this RIO Agreement);

- (b) information rightfully received by the other Licensee from a third person without a duty of confidentiality being owed by that other Licensee to that Third Party, except where that other Licensee has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned Licensee;
- (c) information which has been independently developed by the other Licensee; or
- (d) information which is in the possession of, or is known to, the other Licensee prior to the date of this RIO Agreement, to the extent that the other Licensee is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned Licensee;

~~“Confidentiality Agreement” refers to either the Model Confidentiality Agreement approved by the Authority and set out in Attachment A to this RIO Agreement, or the confidentiality obligations contained in clause 23 of this RIO Agreement;~~

Please refer to IDA’s General Comments to the Main RIO Agreement. As there will not be any separate “Confidentiality Agreement” apart from the RIO, SingTel must delete this definition.

SingTel comments : Agreed.

“Consequential Loss” includes without limitation:

- (a) loss of revenue;
- (b) loss of profit;
- (c) loss of anticipated savings or business;
- (d) loss of data or goodwill;
- (e) loss of value of any equipment, including software;
- (f) claims of third parties; and
- (g) costs and expenses associated with or incidental to any of the above;

“Conveyance Charge” means a Charge imposed by the DNO on the RNO for the provision of Number Portability services;

“COP” has the same meaning as “Code”;

“**COP Date**” means the effective date of the COP, being 29 September 2000;

“**Customer**” for the purposes of this RIO Agreement, means, in relation to a Party, a person who is connected to the Party's Network or utilises a telecommunications service provided by that Party;

“**Daily**” means once per calendar day;

“**Dark Fibre**” means unlit fibre-optic cable;

“**Data Base** or “**DB**” means within the present document, the storage place located in the SCP where a translation of a Fixed Network Directory Number to a Routing Number takes place. Other Number Portability related information might exist in same place. The other information might be of either traffical or administrative nature. The other traffical information might be retrieved/used at same time as retrieving the Routing Number;

“**DDI Number**” means a Direct-Dial-Number in the Numbering Scheme allocated to a customer for DID on an ISDN PABX;

“**Decommissioning**” means:

- (a) the closure, replacement or relocation of an Interconnect Exchange and/or an IGS in respect of which an Interconnect Link is connected;
- (b) closure, replacement or relocation of an Interconnect Link; and/or
- (c) closure of a Point of Interconnection.

The word “**Decommission**” has a corresponding meaning;

“**Decommissioning Party**” means a Party undertaking Decommissioning in accordance with Clause 8 of Schedule 1A of this RIO Agreement;

“**Detailed Billing Verification Information**” means the detailed information requirements for billing purposes set out in the relevant Schedules in the sections headed “Detailed Billing Verification Information”;

“**DID Number**” means a number in the numbering scheme allocated to a customer for DID;

“**DDF**” means Digital Distribution Frame;

“**Direct Inward Dialling**” or “**DID**” means a telecommunications service which enables a caller to call directly a user on a PABX or other private system without the need for intervention or assistance by an licensee or other attendant;

“**Direction**” has the same meaning as that given to it in the Telecommunications Act 1999;

“**Disclosing Party**” means a Party making a disclosure of Confidential Information in the context of clause 7 of the Model Confidentiality Agreement, or the equivalent clause in this RIO Agreement;

“**Dispute Resolution**” or “**Dispute Resolution Procedure**” refers to the procedures outlined in Schedule 11 of this RIO Agreement;

“**Distribution Frame Vertical**” means vertical bar or and MDF frame which includes the horizontal bar used for the mounting of a Termination Block;

“**Distribution Point**” or “**DP**” means the point where Loop Distribution cables from an MDF are terminated;

“**DNO**” means Donor Network Operator;

“**Dominant Licensee**” has the same meaning as under the Code;

“**Donor Network**” means the initial Network where a number was located before ever being ported to another Network;

“**Donor Network Operator**” means the Licensee from whose Network a Fixed Network Directory Number is ported (in this RIO Agreement being SingTel except in the case of a port-back);

“**Due Date**” means the date which is 30 Calendar Days after the date of an invoice;

“**Dummy CLI**” means a list of non-subscriber CLI to be notified by each Party to the other Party used in the resolution of service issues in accordance with clause 18.6 of this RIO Agreement;

“**E1**” means a unit of 2Mbps of Capacity;

“**Effective Date**” means the date on which this RIO Agreement is submitted to the Authority in accordance the Code;

“**Emergency Call**” means a Call to a 999 or 995 number or such other number as may be designated by the Authority for Calls to Emergency Service Organisations;

“**Emergency Event**” means an event which causes or is likely to cause significant damage to the Network of a Party or which endangers or is likely to endanger the health or safety of any person;

“**Emergency Service Organisation**” means the relevant police, fire, ambulance and coastguard services and other similar organisations providing assistance to the public in emergencies;

“**Encumbrance**” means any claim on any property of a Requesting Licensee in the context of clause 5.1(h) of this RIO Agreement;

“**Essential Support Facilities**” or “**ESF**” has the meaning ascribed to it in the COP;

“**Exchange Building**” means a building housing an exchange;

“**Exchange MDF**” means an MDF in an exchange;

“**Experts**” means those persons appointed in accordance with Schedule 11 clause 4.5;

“**Facilities**” means installation and plant used for telecommunications as defined in the Act;

“**Facilities-based Licensee**” means a Facilities-based Licensee that holds a telecommunications License under the Telecommunications Act;

“**Facilities-based Licensee**” or “**FBO**” means the holder of a Facilities-based License;

“**Fault Identification Number**” means a unique combination of alpha-numeric characters used to identify an individual fault report;

“**FCI**” means the Forward Call Indicator parameter as defined in ITU-T Rec Q. 762 and ITU-T Requesting Licensee Q.763;

“**Fault Control Centre**” or “**FCC**” means a single point of contact for the reporting and management for fault reporting and clearing;

“**FDf**” means a fibre distribution frame;

“**Final Acceptance**” means the procedure referred to in clause 4.6 of Schedule 5B;

“**Financial Year**” means a period of 12 months ending on a specific recurring date in each year that is used by the Parties for accounting purposes;

“**Fixed Network Directory Number**” or “**FNDN**” means any 7-digit telephone number, and DID/DDI Number in the Singapore numbering plan associated with a physical telephony line or trunk;

“**Forecast**” means a forecast in relation to Capacity and Traffic Forecast, and in the context of Schedule 6 means the number of Fixed Network Directory Number which Number Portability Service is to be applied to as contained in or determined in accordance with that Schedule for the purpose of dimensioning the Data Base to facilitate the provision of Number Portability Service;

“**Forecast Date**” means the periods commencing six (6) months from 1st April and 1st October, as described in clause 7.4 of this Agreement and clause 2.3 of Schedule 2A;

“**Forecast Delivery Date**” means a particular date by which SingTel is able to provide the Forecasted Interconnect Capacity;

~~“**Forecast Interconnect Capacity**” means the date by which the Forecast Network Capacity is provided;~~

Please refer to IDA’s Annotation of Schedule 1. As SingTel will not be permitted to require the Requesting Licensee to forecast Network Capacity, SingTel must delete this definition.

SingTel comments : Agreed.

“**Forecast Transitional Period**” means the period of one (1) year commencing from 1 April 2000;

“**Foreign Half Circuit**” means the half IPLC from international gateway in a foreign country to the theoretical midpoint of the same IPLC, which will be provided by SingTel or any other third parties;

“**Foreign Operator**” means the Parties apart from SingTel which provides Foreign Half Circuits.

“**Frontier Station**” means an earth satellite station or a submarine cable station;

“**Geographic Number**” means ordinary telephone numbers of subscribers at a fixed geographic location;

“**Geographic Number Activation**” means the procedure specified in Annex 2B of Schedule 2B of this RIO Agreement;

“**Government Agency**” means any department or statutory board operated by or accountable to a ministry or organ of state within the Republic of Singapore. The term “**Governmental Agency**” has the same meaning;

“**GST**” means Goods and Services Tax imposed under the Goods and Services Tax Act, Chapter 117A of Singapore;

“**Holding Company**” has the meaning ascribed to it in section 5B of the Companies Act;

“**IAM**” means Initial Address Message;

“**IDA**” has the same meaning as “**Authority**”;

“**IDA Act**” means the Info-communications Development Authority of Singapore Act 1999;

"Implementation Charge" means the reasonable chargeable direct costs, which SingTel will incur in making necessary software hardware modifications to effect the requested extension of the use of Interconnection Related Services to Call Types;

"Indemnifying Party" has the meaning ascribed to it in clause 16.4 of this RIO Agreement;

"IDF" means an Intermediate Distribution Frame;

"Individualised Agreement" means the option for an interconnection agreement arrived at pursuant to Clause 5.2 of the Code.

"Information Package" means the information relating to the Tender for Public Basic Telecommunication Services Licenses issued by the Authority in January 1997;

"Initial Address Message or **"IAM"** means an ISUP initial address message as defined in ITU-T.Rec.Q.762 and ITU-T.Rec.Q.763;

"Interconnected Calls" means Originating Interconnected Calls, Terminating Interconnected Calls, and Transit Interconnected Calls.

"Interconnect Capacity" means the amount of 2Mbps E1 links necessary for interconnection between a Requesting Licensee to a SingTel IGS as specified in Schedule 1 of this RIO Agreement. The term **"Minimum Interconnect Capacity"** has the corresponding meaning for the minimum amount of 2Mbps E1 links necessary for interconnection;

"Interconnect Exchange" means the telecommunication systems in SingTel's and the Requesting Licensee's Networks as designated respectively by SingTel and the Requesting Licensee to handle Interconnected Calls exchanged between the two Networks;

"Interconnect Gateway Switch" or **"IGS"** means:

- (a) in relation to SingTel, an Interconnect Exchange that has the level equivalent to a tandem exchange in its Network hierarchy;
- (b) in relation to the Requesting Licensee, any Requesting Licensee Switch,

designated by the relevant Licensee or directed by the Authority as being available for interconnection and from which Messages are handed over from Network to Network via an Interconnect Link;

"Interconnect Link" means the optical fibre cable and the associated transmission equipment connecting SingTel's and the Requesting Licensee's Interconnect Gateway Switches for the purpose of exchanging Interconnected Calls between SingTel's Network and the Requesting

Licensee's Network in accordance with Schedule 1. The term "**Interconnection Link**" has the corresponding meaning;

"**Interconnect Testing**" means the guidelines and test items in accordance with Section 1A of Annex A of Schedule 1.

"**Interconnection**" means the interconnection, whether direct or indirect, of the SingTel Network and the Requesting Licensee's Network.

"**Interconnection Related Service**" or "**IRS**" means the services provided by SingTel to a Licensee under the terms of this RIO Agreement in the manner described in clause 1.1 of this RIO Agreement;

"**Internal Wiring**" means wiring provided by SingTel inside Housing Development Board buildings;

"**International Correspondent**" means a licensed licensee of another country with whom SingTel exchanges international traffic;

"**International Private Leased Circuit**" means a Wholesale International Private Leased Circuit comprising the Singapore full or half-circuit, which covers only the international segment up to SingTel's Private Network Operations Centre (PNOC) and does not include any extension into Singapore's domestic network;

"**ISDN**" means Integrated Services Digital Network;

"**ISUP**" means ISDN User Part;

"**Jumper Wires**" means the copper wires installed at the MDF to cross-connect two termination points;

"**Lead-in Manhole**" means the first manhole that connects to the Building Lead-in Duct;

"**Licensee**" means the holder of a License under the Telecommunications Act;

"**Line Sharing**" means the use by SingTel and the Requesting Licensee of the same Local Loop to provide analog voice service and xDSL service to a Customer;

"**Local Leased Circuit**" means SingTel's dedicated 2Mb transmission service;

"**Local Loop**" means the Loop Feeder and Loop Distribution;

“Local Loop Facilities” means cable, cable tray, MDF frame, optical equipment, termination block and such other equipment which may be located in a POA for the purpose of connecting to the Local Loop;

“Long Duration Call” means a Call which lasts for more than six (6) hours or such other duration agreed by the Parties;

“Loop Distribution” means the line connecting an Exchange MDF, a Building MDF or a roadside cabinet to the Distribution Point;

“Loop Feeder” means the line connecting an Exchange MDF to a Building MDF or a roadside cabinet;

“Loss” means any and all losses (including but not limited to indirect or Consequential Loss and loss of profits, business and business opportunities) damages, claims, liabilities and demands and all expenses, legal and otherwise of any kind;

“Manuals” means the manuals in the Schedules of this RIO Agreement including, but not limited to SS7 Interworking Testing as amended or substituted from time to time with this RIO Agreement of both Licensees or as a result of any changes introduced pursuant to clause 2.3 and/or such other manuals as are from time to time agreed between the Licensees to constitute "Manuals" for the purposes of this RIO Agreement;

“MDF” means main distribution frame;

“MDF Room” means the room housing the MDF;

“Mediation” has the same context as the referral of a dispute to the Singapore Mediation Centre and in accordance with the same Mediation Rules;

“Mediation Rules” means the rules of the Singapore Mediation Centre;

“Message” has the meaning ascribed to it in the Act;

“Minimum Interconnection Capacity” has the meaning ascribed to it in clause 2.8 of Schedule 1A of this RIO Agreement;

“Ministry of Manpower” means the Ministry of that name operating within the Republic of Singapore or its successor departments or authorities;

“Mobile Operators” means operators licensed to provide public mobile telecommunications services;

~~**“Model Confidentiality Agreement”** means the Confidentiality Agreement specified in Attachment A of this RIO Agreement;~~

Please refer to IDA's General Comments to the Main RIO Agreement. As the "Model Confidentiality Agreement" is not applicable to Requesting Licensees that accept the RIO, SingTel must delete this definition.

SingTel comments : Agreed.

"MTP" means a functional block of the common channel signalling as defined by ITU-T Rec Q.700 - Q.704, Q.706 and Q.707;

"MUX" is an abbreviation for a multiplexer, a device that sends multiple signals through a communications network on a carrier channel at the same time in the form of a single, complex signal to another device that recovers the separate signals at the receiving end;

"Nature of Address (NOA)" has the same meaning as defined in ITU-T Rec Q.762 and ITU-T Q.763.;

"Negotiation Period" means a 30 or 90 business day period following an assessment by SingTel of a Requesting Licensee request to extend use of a service;

"Network" refers to a telecommunication system of a Party which is used or intended to be used for telecommunications;

"Network Alteration" has the same meaning as Network Change;

"Network Capacity" means the Equipment required to be installed in SingTel's Network for use in the provision of an IRS to the Requesting Licensee, but does not include Interconnect Capacity;

"Network Change" means a change to a Party's Network, which requires a change to be made to the other Party's Network to allow the continuance of the end-to-end conveyance of Calls across a Point of Interconnection pursuant to and in the context of clause 10 of this RIO Agreement;

"Network Conditioning" means the conditioning, equipping and installation of Equipment in SingTel Network to enable the provision of an IRS under this RIO Agreement;

"Network Facilities" in relation to a Party means facilities that the Party operates or uses, or intends to operate or use, as part of, in or in connection with, a Network of the Party, even if another person also operates or uses, or intends to operate or use, some or all of the facilities;

"New IRS" means IRS not previously included in this RIO Agreement and as defined in clause 7.1 of this RIO Agreement;

"NMC" means SingTel Network Management Centre;

“Number Level and Access Codes” means

- (a) in relation to number levels, the 10,000-number block; and
- (b) in relation to access codes, the three or four digit numbers,

allocated respectively by the Authority to its licensed telecommunications network licensees;

“Number Portability” or **“NP”** means the facility arising from the arrangement between two Licensees which would enable any customer to whom a Fixed Network Directory Number has been allocated to continue to be provided with any telecommunication service by reference to the same Fixed Network Directory Number irrespective of the Licensee providing such service;

“Number Portability Service” means the services provided by the Donor Network Licensee to the Recipient Network Operator under Schedule 6 to allow for Number Portability;

“NP Application” or **“NP Application Form”** means the application form for Number Portability Service as set out in Schedule 6 of this RIO Agreement;

“NP Termination Form” means the application form for the termination of Number Portability Services as set out in Schedule 6 RIO Agreement;

“NP Termination Request” means a request made on an NP Termination Form in accordance with Schedule 6 RIO Agreement;

“NP Withdrawal Form” means the form for the withdrawal of an application for Number Portability Service as set out in Schedule 6 RIO Agreement;

“Numbering Scheme” means the iDA National Numbering Plan;

“Off Peak Hour” means the period of time between 1800 hours and 0800 hours, Monday to Friday and all day Saturday to Sunday inclusive, and gazetted public holidays;

“Ordering and Provisioning Procedures” means the various procedures for the ordering and provisioning of services in the relevant Schedules;

“Origination Charge” mean the Charges applicable for the provision of the Origination Service specified in Schedule 2A

“Originating Interconnected Calls” has the meaning ascribed to it in clause 1.1 of Schedule 2A of this RIO Agreement;

“Origination, Termination and Transit” (OT&T) means the network traffic between the SingTel Network and the Requesting Licensee’s Network as described in Schedule 2 and Appendix 1 of the Code;

“**PABX**” means Private Automatic Branch Exchange;

“**Party**” means either of SingTel or the Requesting Licensee;

“**Peak Hour**” means the time between 0800 hours and 1800 hours, Monday to Friday inclusive, but not including gazetted public holidays;

“**Petition for Dispute Resolution**” means the document and procedures specified in subsection 5.5.6.1 of the Code which may be submitted to the Authority by either Party in accordance with the provisions of that subsection;

“**Physical Access Procedures**” means the procedures to be adhered to for physical access to the Co-location Space by persons nominated by the Requesting Licensee, as specified in Attachment C of Schedule 8;

“**Physical Interconnection**” has the meaning ascribed to it in Schedule 1A of this RIO Agreement;

“**Point of Access**” or “**POA**” means a physical point at which a Party's Network may be connected to the other Party's Exchange MDF, Building MDF, the roadside cabinet or any other technically feasible point agreed by the Parties or approved by the Authority;

“**Point of Interconnection**” or “**POI**” means the designated point as set out in Schedule 1 connecting the Parties' Network or any other point as agreed by the Parties or approved by the Authority;

“**Ported Number**” means a Fixed Network Directory Number to which Number Portability Services are rendered. The words “**Port**”, “**Ported**” and “**Porting**” have corresponding meanings;

“**Power Distribution Point**” means a point at which a Requesting Licensee accesses power in a Co-Location Site;

“**Power Room**” means the room within the exchange building which houses power equipment;

“**Prime Lending Rate**” means, in relation to a Reference Bank on any day, the rate per annum which is the prime lending rate, for Singapore Dollars of that Reference Bank as announced by that Reference Bank from time to time, in force on such day and, for the purposes of this RIO Agreement, a change in such rate shall be effective on and from the day on which it is announced or, if such announcement provides for such change to come into effect on a later day, on and from such later day;

“**Processing Date**” means the date on which an application for Number Portability services is processed in accordance with Schedule 6;

“Project Study” means the process for a request of confirmation of preliminary acceptance of a Co-location Request by a Requesting Licensee;

“Project Study Fee” means a Charge for the provision of a request for a Project Study;

“PSTN” means a public switched telecommunications network of a Licensee;

“Quality of Service” or **“QOS”** has the meaning given in clause 11 of this RIO Agreement;

“Query on Release” or **“QoR”** means an intelligent network procedure in which the Donor Network, upon receipt of a call to a Ported Number, will send a Release Message with a specific cause value to the Originating Network indicating that the called number has been ported, upon which the Originating Network would query its own Data Base for the Routing Number in order to correctly route the calls to the Recipient Network;

“Ready for Service (RFS)” means the date that SingTel completes the installation of the IPLC or the UNE as notified to the Requesting Licensee in accordance with the relevant Schedule;

“Receiving Party” means a Party receiving Confidential Information from the Disclosing Party;

“Recipient Exchange” means the new exchange where a number is located after being Ported;

“Recipient Network” means the Network where a Fixed Network Directory Number is located after being Ported;

“Recipient Network Operator” means the Licensee to whom the Fixed Network Directory Number is Ported (in this RIO Agreement, the Requesting Licensee except in the case of a port-back);

“Redirecting Number” means the number from which the call was diverted as defined in ITU-T Rec Q.762 and ITU-T Q.763.

“Reference Banks” means the principal Singapore offices of The Development Bank of Singapore Limited, Overseas-Chinese Banking Corporation Limited and United Overseas Bank Limited;

“Related Corporation” means a company which is the Holding Company or Subsidiary of either Party or a company which shares a common Holding Company with that Party;

“Release Message [REL]” means an ISUP release message as specified in ITU-T.Rec.Q.766;

“Request for Additional IRS” means a written request submitted by a Requesting Licensee in the manner and form specified in Attachment C of this RIO Agreement;

“Request for Co-location Space” means a written application seeking access to a Co-location Site in the manner and form set out in Attachment G of Schedule 8;

“Request for IRS” means a written request submitted by a Requesting Licensee to SingTel and the Authority in the manner and form specified in Attachment B of this RIO Agreement;

“Request for New IRS” means a written request for IRS not previously included in this RIO Agreement in the manner and form specified in Attachment D of this RIO Agreement;

“Requesting Licensee” means an FBO or SBO which uses switching or routing equipment to provide telecommunications services to the public and which submits a Request for IRS under this RIO Agreement;

“Requesting Licensee’s Network” means a Network owned or operated by the Requesting Licensee;

“RIO” means the Reference Interconnection Offer submitted to the Authority by SingTel in accordance with subsection 5.3.1 of the Code, including all Schedules, Attachments, Annexes and Appendices as amended, modified or supplemented from time to time;

“RIO Agreement” or **“this RIO Agreement”** means the agreement entered into between SingTel and the Requesting Licensee on the terms and conditions specified in SingTel’s approved RIO;

“RLC” means Release Complete Message as specified in Annex A of Schedule 1B of this RIO Agreement;

“RNO” means Recipient Network Operator;

“Routing Number” or **“RN”** means within this document, a specific number that is derived and used by the Network to route the call towards a ported customer;

“Satellite Earth Station” has the meaning ascribed to it in Schedule 8C;

“Schedule” means any of the documents entitled Schedule 1 in numerical order up to and including Schedule 12 which is attached to and forms part of this RIO Agreement. The words “this Schedule” refer to the numbered Schedule in which those words appear;

“SBO” means a Service-based Licensee as defined in the Code;

“SCP” means service control point;

“Security Requirement” means the security required by SingTel under clause 3 of the pre-supply arrangements or under clause 22 of this RIO Agreement;

“**Service**” means an **Additional Service, Interconnect Related Service, Number Portability Service, Origination and Termination Service, ~~or Working Service~~ or Wholesale Service** as described herein and **Services** means any, all or combination of them as the context requires;

“**SGO**” means SBO Gateway Switch.

“**SIAC Rules**” means the arbitration rules of the **SIAC**;

“**Signalling Link**” means a digital path between two signalling points/nodes, of which necessary specifications are contained in Annex A of Schedule 1B of this RIO Agreement. The term “**Signalling Linkset**” has the corresponding meaning;

“**Signalling Link Code (SLC)**” indicates the Signalling Link connecting the terminating and originating points to which the message is related;

“**Signalling Network Management**” means the interface specification contained in Annex A of Schedule 1B of this RIO Agreement;

“**Signalling Point Code**” means a unique identification assigned to the Exchange used for the routing of Messages as described in ITU-T Q.704.

“**Signalling Route Management**” means the interface specification contained in Annex A of Schedule 1B of this RIO Agreement;

“**Singapore Dollar**” and “**S\$**” mean the currency of Singapore;

“**Singapore International Arbitration Centre**” or “**SIAC**” means the centre referred to in clause 22 which can be contacted at 1 Coleman St, #05-08 Adelphi, Singapore 179803, Tel: (65) 334 1277, Fax: (65) 334 4940 or such other address or contact particulars as may be notified from time to time;

“**Singapore Mediation Centre**” or “**SMC**” means the centre referred to in the Arbitration Rules of Singapore International Arbitration Centre (**SIAC Rules**), which can be contacted at Third Level City Hall Building, St Andrews Road, Singapore 178957, Tel: (65) 332 4366, Fax: (65) 334 4940 or such other address or contact particulars as may be notified from time to time;

“**SingTel**” means Singapore Telecommunications Limited, company registration number 199201624D;

“**SingTel Licence**” means the license dated 1st April 1992 issued by the Authority to SingTel, as amended or supplemented from time to time;

“**SingTel Network**” or “**SingTel’s Network**” refers only to the PSTN and ISDN telecommunications systems operated by SingTel;

“Site Preparation Works” means any work undertaken by SingTel to permit Co-location;

“Standard Operating Procedures” or **“SOP”** means the procedures as specified in the Annexes to the relevant Schedules;

“SP” means Signalling Point;

“SS7” means the CCS No. 7 Signalling System required for transmission and signalling between the Parties;

“Sub Loop” is the Loop Feeder or Loop distribution which includes the distribution point;

“Submarine Cable Landing Station/Frontier Station” has the meaning ascribed to it in Schedule 8D of this RIO Agreement;

“Subscriber” means any person who is provided with a telecommunication service by the Requesting Licensee or SingTel;

“Subscriber Loop Tie Cable” means a tie cable that connects Co-Located Equipment and a POA;

“Subscriber Number” means the number identifying a Subscriber or apparatus in a network or numbering area;

“Subsidiary” has the meaning ascribed to it by section 5 of the Companies Act;

“Successful Call” means a Call that reaches the Called Party's Network via the Interconnect Gateway Switch and receives an Answer [ANM] or a Connect [CON] from a Called Party's Network;

“Supplier” has the meaning given to that term in Schedule 2;

“Switch” means the telecommunication apparatus which performs the function of switching and routing of Calls;

“Telecommunications” shall have the meaning ascribed to it in the Act;

“Temporary Disconnect” or **“TD”** means status of the subscriber line which is temporarily disconnected and cannot make any outgoing or receive any incoming calls. **“Temporary Disconnected”** has a corresponding meaning;

“TER” means Telecommunication Equipment Room;

“Terminating Interconnected Calls” means the Call Types for which the process contained in clause 3 of Schedule 2B of this RIO Agreement has been followed;

“**Termination Block**” means the equipment at the MDF where the Local Loop or Sub Loop or Jumper Wire connects;

“**Termination Charge**” means the charge applicable for the provision of the Call Termination Service as described in Schedule 2;

“**Termination Pin**” means the connector on the Termination Block;

“**Third Party**” means any person or entity other than SingTel or the Requesting Licensee;

“**Third Party Network**” means the Network owned or operated by a Licensee other than SingTel or the Requesting Licensee;

“**Third Party Network Operator**” means the a Licensee that owns or operates a telecommunications Network in Singapore other than SingTel or the Requesting Licensee.

“**Tie Cable**” means the cable used to connect the Requesting Licensee's Equipment to SingTel's distribution frame or patch panel;

“**Tower Access Licence**” means a licence granted under Schedule 5B;

“**Tower Equipment**” ~~means a microwave dish and associated equipment~~ has the same meaning given to that term in Schedule 5B;

SingTel must modify the meaning of “Tower Equipment” to include any equipment used for radio-communications that the Code permits to be co-located at the Tower.

SingTel comments : Agreed.

“**Traffic Forecast**” means forecasts of traffic produced by each Party in accordance with Annex B;

“**Transit Charge**” means a Charge for the supply of Transit Interconnected Calls;

“**Transit Interconnected Calls**” means the supply of the Call Transit Service from the Requesting Licensee’s Network through the SingTel Network to the Third Party Networks;

“**Transmission Tie-Cable**” means a screen cable that carries a 2Mbps service;

“**Trunk Group**” means a group of circuits between the Parties’ IGSs;

“**Unbundled Network Element**” or “**UNE**” has the meaning as ascribed to it in Schedule 3;

“**Unbundled Network Service**” or “**UNSS**” has the meaning ascribed to it in Schedule 4;

“Underground Equipment” means the cables installed in Building Lead-in Ducts and their associated Lead-in Manholes as described in Schedule 5A;

“Underground Plant” means a Party's underground ducting system including manholes;

“Unsuccessful Call” means a Call that is sent from the Calling Party's Network via Interconnect Gateway Switch with the sending of the Initial Address Message (IAM), but is failed or released before the Calling Party's Network receives an Answer [ANM] or a Connect [CON] from the Called Party's Network;

“UTP” means Unscreened Twisted Pair;

“Virtual Interconnection” has the meaning ascribed to it in Schedule 1A and 1B of this RIO Agreement;

“Wholesale Services” means the Wholesale Dark Fibre Service provided under Schedule 7A and the International Private Leased Circuit service provided under Schedule 7B~~has the meaning ascribed to it in Schedule 7 of this RIO Agreement;~~

SingTel comments : Definition changed because not defined in Schedule 7.

“Wholesale Dark Fibre Service” has the meaning ascribed to it in Schedule 7 of this RIO Agreement;

“Working Day” has the same definition as Business Day;

“Working Service” means a service which is not in Temporary Disconnected (TD) status and has not been terminated; and

“xDSL” means Digital Subscriber Loop.