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SCHEDULE 7B

INTERNATIONAL PRIVATE LEASED CIRCUITS

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SCHEDULE 7B

INTERNATIONAL PRIVATE LEASED CIRCUITS

CLAUSE 1 – MODIFICATION REQUIRED

1. SCOPE

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with International Private Leased Circuits (IPLCs).

CLAUSE 1.2 – MODIFICATION REQUIRED

- 1.2 This Schedule only applies to the Requesting Licensee if it is an FBO ~~providing a wireline or broadband service and~~ who has~~ve~~ obtained prior approval from the Authority to acquire the IPLCs on these terms and conditions.

Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 1.2 to provide that this Schedule 7B applies to any Facilities-based Licensee providing Telecommunication Services.

SingTel comments: Agreed to delete reference to “wireline or broadband services”. Retain reference to approval by the Authority as per Schedule 7A.

- 1.3 Resale of the IPLCs acquired under these terms and conditions is strictly prohibited.

CLAUSE 2 – MODIFICATION REQUIRED

2. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 2.1 – MODIFICATION REQUIRED

- 2.1 The Requesting Licensee shall submit its request for an IPLC in a request form containing the following information:
- (a) the Authority’s approval letter;
 - (b) the point of presence (“POP”) in Singapore as identified by Requesting Licensee to be the terminating point for the IPLC;

- (c) amount of capacity sought on the IPLC;
- (d) the foreign country of destination of the IPLC;
- (e) whether the Requesting Licensee wishes SingTel to arrange for the Foreign Half Circuit to be acquired or whether the Requesting Licensee will acquire the Foreign Half Circuit itself;
- (f) the Requesting Licensee contact details;
- (g) diversity, restoration and routing requirements;
- (h) interface specifications; and
- (i) the requested Ready For Service (RFS) date;
- (j) ~~such other information as SingTel reasonably requires.~~

IDA requires SingTel to specify all the information that it requires from the Requesting Licensee upfront and be subject to IDA's scrutiny as part of the RIO approval process. SingTel must delete Sub-clause 2.1(j).

SingTel comments: Agree to delete 2.1(j).

CLAUSE 2.2 – CONDITIONAL APPROVAL

2.2 All applications for IPLCs will be processed on a first come first serve.

CLAUSE 2.3 – CONDITIONAL APPROVAL

2.3 SingTel shall provide the Requesting Licensee with a single point of contact to facilitate the processing of orders placed. SingTel shall accept orders only from the designated Requesting Licensee representative(s).

CLAUSE 2.4 – CONDITIONAL APPROVAL

2.4 The Requesting Licensee acknowledges that a request to reconfigure or add a communications channel to an existing IPLC supplied under this Schedule will be treated as a new request for an IPLC.

CLAUSE 3 – MODIFICATION REQUIRED

Sub-section 7.3.1 of Appendix 2 of the Code provides that the Dominant Licensee must offer to allow the Requesting Licensee to obtain international private leased circuits. SingTel must provide this offering on reasonable terms. IDA believes that it would be reasonable for SingTel to provide IPLCs on the same terms and conditions that SingTel provides IPLCs to its retail customers. This requirement applies to the process in which SingTel will review a request by the Requesting Licensee to purchase the Foreign Half Circuits on the Requesting Licensee's behalf. SingTel may not reject any request made by the Requesting Licensee to acquire Foreign Half Circuits unless SingTel will ordinarily reject such a similar request if made by its retail customers. SingTel must modify Clause 3 to give effect to the above requirements.

SingTel comments: The terms and conditions for the provisioning of the Foreign Half Circuits is consistent with what is currently provided to retail customers.

3. FOREIGN HALF CIRCUITS

- 3.1 The Requesting Licensee acknowledges that Foreign Half Circuits may not be available to all foreign destinations.
- 3.2 If the Requesting Licensee notifies SingTel in an application that it wishes SingTel to acquire the Foreign Half Circuit, SingTel will, within 15 Business Days of the request for an IPLC (or such longer period required by SingTel to ascertain the availability of a Foreign Half Circuit), indicate whether it will attempt to arrange for the acquisition of a Foreign Half Circuit.
- 3.3 Any indication by SingTel under clause 3.2 that SingTel will attempt to arrange for the acquisition of a Foreign Half Circuit does not mean that SingTel is obliged to ensure that the Foreign Half Circuit will be available or available at the required time.
- 3.4 Notwithstanding that SingTel may arrange for the acquisition of a Foreign Half Circuit pursuant to a request for an IPLC, the Requesting Licensee shall contract with the Foreign Operator for the Foreign Half Circuit as principal. When arranging for the acquisition of a Foreign Half Circuit, SingTel shall have the full authority to order a Foreign Half Circuit from a Foreign Operator of SingTel's choice on that Foreign Operator's standard terms and conditions. The Requesting Licensee indemnifies SingTel against all liability, loss, costs, expenses and claims which arise out of or in connection with the acquisition of a Foreign Half Circuit under this clause.

- 3.5 If SingTel notifies the Requesting Licensee under clause 3.2 that it does not wish to acquire the Foreign Half Circuit on the Requesting Licensee's behalf, the Requesting Licensee must confirm or withdraw its request for an IPLC within 5 Business Days after the notification under clause 3.2. A confirmation of the Requesting Licensee's request for an IPLC will be deemed to mean that the Requesting Licensee will acquire the Foreign Half Circuit itself and the request for an IPLC amended accordingly. A failure of the Requesting Licensee to respond to a notice under clause 3.2 will be deemed to be a withdrawal of its request for an IPLC and SingTel will perform no further work in relation to that request for an IPLC.

CLAUSE 4 – MODIFICATION REQUIRED

4. ACCEPTANCE OR REJECTION

CLAUSE 4.1 – CONDITIONAL APPROVAL

- 4.1 SingTel shall verify within five (5) Business Days whether the Requesting Licensee's requirements as specified in the request form provide under clause 2.1 can be executed. If Requesting Licensee requirements cannot be confirmed by this time then Requesting Licensee shall either:
- (a) be allowed to cancel the request for an IPLC with no liability; or
 - (b) authorise SingTel to proceed with the request for an IPLC, in which case SingTel shall not be bound to meet the Requesting Licensee's requirements that have not been confirmed by SingTel; but will endeavour to meet those requirements.

CLAUSE 4.2 – MODIFICATION REQUIRED

- 4.2 In addition to SingTel's rights under clause 4.1, SingTel may reject a request for an IPLC if:
- (a) The Requesting Licensee has not obtained the prior approval from the Authority;
 - (b) the request for an IPLC is not in the prescribed form;
 - (c) the request for an IPLC does not contain all the required information;
 - (d) the IPLC is not available to destinations to which SingTel does not have Cable capacity using SingTel infrastructure;

For the avoidance of doubt, SingTel should clarify that this means that SingTel will decline to provide service to destinations to which SingTel does not have any cable capacity.

SingTel comments: Agreed.

- (e) SingTel is unable or unwilling to acquire the Foreign Half Circuit provided that SingTel has not unreasonably refused to acquire a Foreign Half Circuit from a Foreign Operator;

This sub-clause must make clear that, as noted above, SingTel will not unreasonably refuse to acquire the Foreign Half Circuit – i.e., SingTel will seek to do so in any circumstance where it would seek to do so for one of its retail customers.

SingTel comments: Agreed to make it clear that SingTel will not unreasonably refuse to acquire the Foreign Half Circuit on the Requesting Licensee's behalf.

- (f) the Requesting Licensee is not an FBO who has obtained approval from the Authority to acquire the IPLCs on these terms and conditions; or
- (g) ~~the Requesting Licensee has not made necessary arrangements for the connection of the IPLC in Singapore; or~~

If the Requesting Licensee has been approved by IDA to acquire IPLCs from SingTel pursuant to the RIO Agreement, that approval by IDA is conclusive of the Requesting Licensee's entitlement. SingTel may not provide for any other basis in which it will review the Requesting Licensee's request for IPLCs. SingTel must delete Clause 4.2(g).

SingTel comments: Agreed to delete.

- (h) SingTel does not have the necessary capacity to meet the Requesting Licensee's requirements.

CLAUSE 5 – MODIFICATION REQUIRED

5. DELIVERY AND MAINTENANCE

As noted above, SingTel must provide IPLCs on the terms and conditions no less favourable than what SingTel would provide to its retail customers. SingTel should modify Clause 5 to the extent necessary to be consistent with this principle.

SingTel comments: Amendments made below to conform with this requirement.

CLAUSE 5.1 – MODIFICATION REQUIRED

5.1 SingTel shall communicate the following ~~non-binding~~ circuit information to the Requesting Licensee as soon as practicable after becoming aware of it:

- Circuit identification number; and
- Confirmation of Ready For Service date (RFS).

SingTel's refusal to provide binding information appears unreasonable. Unless SingTel is able to satisfy the IDA why the circuit information must be non-binding, and that this is consistent with the process in which it fulfils a retail customer's request for IPLCs, SingTel must modify Clause 5.1 to provide that the circuit information is binding between the parties.

SingTel comments: Agreed to remove “non-binding”

CLAUSE 5.2 – CONDITIONAL APPROVAL

5.2 SingTel shall notify Requesting Licensee of any delivery delays as soon as practicable after becoming aware of such delays.

CLAUSE 5.3 – MODIFICATION REQUIRED

5.3 SingTel will perform end-to-end Circuit testing on the IPLC whenever possible and complete such testing prior to the Ready For Service date.

SingTel shall modify Clause 5.3 to provide that it will complete end-to-end testing prior to the Ready For Service date.

SingTel comments: Agreed.

CLAUSE 5.4 – CONDITIONAL APPROVAL

5.4 If the Requesting Licensee has notified SingTel that it will acquire the Foreign Half Circuit directly from a Foreign Operator, the Requesting Licensee must ensure that:

- (a) the Foreign Half Circuit is installed, tested and ready for use by the Ready For Service Date;
- (b) subject to clause 7.2, the Foreign Operator deals directly with SingTel and provides all reasonably necessary assistance to SingTel in relation to the connection and interworking of the Foreign Half Circuit and the IPLC.

CLAUSE 5.5 – CONDITIONAL APPROVAL

- 5.5 SingTel will advise the Requesting Licensee when the IPLC is Ready for Service (**Completion Date**).

CLAUSE 5.6 – CONDITIONAL APPROVAL

- 5.6 The Requesting Licensee will be responsible to the Foreign Operator for all charges levied by the Foreign Operators for the Foreign Half Circuit.

CLAUSE 5.7 – CONDITIONAL APPROVAL

- 5.7 SingTel is responsible for maintenance and administration of the IPLC but not the Foreign Half Circuit for which the Foreign Operator is responsible.

CLAUSE 6 – CONDITIONAL APPROVAL

6. FORECASTS

- 6.1 On the first day of each Calendar Quarter, the Requesting Licensee shall submit to SingTel forecasts for the following six months, containing the following information:

- (a) the likely number of Requests for IPLCs;
- (b) the destinations to which the IPLCs in paragraph (a) will be sought;
- (c) the total amount of capacity on the IPLCs in paragraph (a).

CLAUSE 7 – MODIFICATION REQUIRED

7. ACCESS AND APPROVALS REQUIRED

CLAUSE 7.1 – CONDITIONAL APPROVAL

7.1 The Requesting Licensee must obtain access to a point of presence (“POP”) in Singapore as identified by Requesting Licensee to be the terminating point for the IPLC and procure access for SingTel to connect the IPLC at that POP.

CLAUSE 7.2 – MODIFICATION REQUIRED

7.2 The Requesting Licensee is responsible for ensuring that the Foreign Operator has access to all necessary premises at the foreign end of the IPLC in order for the Foreign Half Circuit to be provided by the Foreign Operator.

This provision appears inconsistent with Clause 5.4(b), which provides that only SingTel will deal with the Foreign Operator.

SingTel comments: While SingTel will liaise with the Foreign Operator for the Foreign Half Circuit for the IPLC, the Requesting Licensee is to ensure that it has its network ready to access to the capacity acquired on the Foreign Operator’s end as well. For clarity, clause 5.4(b) has been made subject to this clause 7.2.

CLAUSE 7.3 – MODIFICATION REQUIRED

7.3 The Requesting Licensee must use its ~~reasonable~~^{best} endeavours to do everything necessary to assist SingTel and the Foreign Operator to acquire, test and commission the IPLC including providing all necessary information to SingTel and the Foreign Operator and obtaining and maintaining all necessary authorisations, permissions, licences, waivers, registrations or consents from any person.

SingTel must modify Clause 7.3 by substituting “reasonable endeavours” in place of “best endeavours” in the first line.

SingTel comments: Agreed.

CLAUSE 8 – MODIFICATION REQUIRED

8. PROTECTION AND SAFETY

8.1 The Requesting Licensee is responsible for the safe operation of its Network and shall be responsible for the safe operation of the IPLC and its equipment and shall, so far as reasonably practicable, take all necessary steps to ensure that the IPLC use and its equipment:

- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;
- (b) does not damage, interfere with or cause any deterioration in the operation of SingTel's Network;
- (c) does not jeopardise the integrity or confidentiality of Communications within the SingTel's Network; or
- (d) does not threaten the security and accessibility of SingTel's Network.

SingTel must modify Clauses 8.1 (b) and (d) to restrict the scope of these clauses to causing physical or technical harm to SingTel's network.

SingTel comments: Not agreed. See comments in other schedules. This clause does not impose an absolute obligation but only an obligation to take all necessary steps as far as reasonably practicable.

CLAUSE 9 – MODIFICATION REQUIRED

9. PERMITS, LICENSES AND APPROVALS

- 9.1 The Parties shall comply with clause 16.4 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 IPLCs~~If it is necessary to obtain any permit, approval or license from any person, governmental, regulatory or relevant authority in relation to the IPLCs acquired under this Schedule, the Requesting Licensee must obtain such permit, approval or license.~~

In general, each Licensee should be required to obtain the appropriate licences, permits, etc. governing its activities. Each Licensee must reasonably co-operate with the other Licensee in obtaining the licences, permits, etc.

SingTel comments: Clause replaced with a clause which refers to the main body of the RIO Agreement.

CLAUSE 10 – CONDITIONAL APPROVAL

10. REQUESTING LICENSEE RIGHTS

- 10.1 The approval and provision of the IPLCs does not vest in the Requesting Licensee any right, title or proprietary interest in the IPLC.

CLAUSE 11 – MODIFICATION REQUIRED

This provision is not commercially reasonable. Consistent with its practice in the retail market, SingTel must offer a minimum licence term of not more than 12 months.

SingTel comments: Agree to reduce to 12 months.

11. TERM OF SUPPLY

- 11.1 The term of supply of the IPLC shall commence on the date of Final Approval and shall continue for 12 months ~~until the date being 18 months after the date of approval of this RIO Agreement.~~ (“Term”).

CLAUSE 12 – MODIFICATION REQUIRED

12. TERMINATION

The right to terminate the provision of IPLCs should be governed by the termination provision set out in the main body of the RIO. This includes obtaining IDA’s approval. See Code § 4.4.3. SingTel may specify additional instances where it may ask IDA’s permission to terminate the IPLC service.

SingTel comments: As discussed for the other Schedules, these termination events are relevant to the provision of services under this Schedule and should be retained in this Schedule.

- 12.1 If during the term of the provision of the IPLC, the IPLC is used in a way that:
- (a) causes or is likely to cause physical or technical harm to any telecommunications network, systems or services (whether of SingTel or any other person) including but not limited to a failure, interruption, disruption or congestion occurring in the SingTel Network ~~degrades the overall performance of SingTel’s network;~~
 - (b) ~~causes interruption or interference to, impairment of, or degradation of SingTel’s network;~~

-SingTel must modify Clauses 12.1 (a) and (b) to restrict the scope of these clauses to uses that cause physical or technical harm to SingTel's network.

SingTel comments: Agreed to amend in accordance with other Schedules.

~~(e)~~(b) creates hazards to the public or to the officers, employees, contractors, agents and representatives of SingTel; or

~~(c)~~(d) causes damage to SingTel's plant and equipment;

SingTel may terminate the provision of the IPLC. The Requesting Licensee shall be liable for the charges as outlined in Clause 14.

12.2 SingTel may immediately terminate the provision of an IPLC under this Schedule if:

(a) the Foreign Half Circuit to which it is (or was) connected is disconnected from that IPLC or arrangements in relation to that Foreign Half Circuit are terminated for whatever reason;

(b) the Requesting Licensee ceases to be an FBO who has obtained approval from the Authority to acquire the IPLCs on these terms and conditions;

(c) the Requesting Licensee is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from SingTel to do so;

(d) in SingTel's reasonable opinion, the Requesting Licensee is using the IPLC 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 law, licence, code, regulation or direction;

(e) the Requesting Licensee abandons the IPLC or uses the IPLC for resale; or

SingTel comments: These words added because of the removal of the customer reference in clause 1.1. Termination should be permitted if resale is being engaged in.

(f) SingTel's right to own, maintain or operate its portion of the cable which supports the IPLC is revoked, terminated or expires.

CLAUSE 13 – CONDITIONAL APPROVAL

13. EXPIRY OF TERM

- 13.1 Upon expiry or termination of the IPLC, the Requesting Licensee must discontinue the use of the IPLC within twenty (20) Business Days of such expiry or termination.
- 13.2 Where the Requesting Licensee fails to discontinue the use of the IPLC, SingTel shall disconnect the IPLC and the Requesting Licensee shall pay any costs associated with its disconnection.
- 13.3 If this Schedule or RIO Agreement is terminated for any reason, the provision of all IPLCs is also terminated.

CLAUSES 14 – CONDITIONAL APPROVAL

14. REQUESTING LICENSEE'S LIABILITY ON TERMINATION

- 14.1 In the event that the IPLC is terminated before the expiry of the Term, the Requesting Licensee's liability to SingTel shall be as follows:
- (a) where the termination is the same as the expiry date of the IPLC Term, the rental up to and including the date of termination;
 - (b) where the termination date is before the expiry date of the IPLC Term,
 - (i) the rental up to and including the date of termination; and
 - (ii) 20% of the rental for the period between the date of termination and the expiry date of the Term.

CLAUSES 15 – CONDITIONAL APPROVAL

15. REQUESTING LICENSEE'S LIABILITY ON CANCELLATION

- 15.1 In the event that the Requesting Licensee cancels the work after placing a request for an IPLC but before service commissioning, the Requesting Licensee shall be liable to pay the cancellation charges chargeable at 20% of the Charges for the full duration of the IPLC Term of the cancelled works as specified by the Requesting Licensee in the request for an IPLC.

CLAUSE 16 – MODIFICATION REQUIRED

16. SUB-LICENSING

- 16.1 The Requesting Licensee may not assign its rights in respect of the IPLC under this Schedule or sub-let the IPLC.